



THE WRATH OF CONDO

BY VICO CONFINO

If you are...

**BUYING • SELLING • RENTING
OR TRAPPED IN A CONDOMINIUM**

All's well that ends



Confino

Well, the folks over at the River Terrace, River Shores and River Bend condominiums won't have **Vico Confino** to kick around any more.

Or, more accurately, Confino won't be kicking them around any more.

Confino, you may recall, is the Oakland Park gentleman who wasn't satisfied with the maintenance of the recreation area shared by the three condos. So he bought the recreation lease, making him possibly the only condo resident in the country who owned his own recreation area.

Then he sued the condominium association, demanding that they take better care of his property.

A settlement this summer finally ended the various lawsuits between Confino and the association.

Part of the settlement called for the purchase of Confino's two apartments by the association, which was one way of getting him out of there.

Now Confino, who jokingly refers to himself as "Condoman," is living in Boca Raton, "older, wiser and \$160,000 richer."

And, Confino says, henceforth he would like to be known as "Renterman."

Reprinted From The Miami Herald

Post Settlement

After prevailing in all three lawsuits with the various Condominium Associations, I moved to Boca Raton, Fl just 15 miles north of Fort Lauderdale. I took some of my own advice and rented a condo in what appeared to be a well managed community. I had all the rights of an owner to enjoy the amenities and none of the obligations except to abide by the rules set for all. It was an ideal position to be in until the developers decided to sell the rental apartments. At this point a decision had to be made. Since I had enjoyed living there and not wanting to move again I decided to purchase the condo apartment I had been renting. As an owner I wanted to protect my investment and I began attending Board of Directors monthly meetings.

It didn't take me long to see that it was a replay of what had happened at the "condo of horrors" I had escaped from. I did try to offer my experience and knowledge to the Association but just as I learned previously, my comments were not welcome. Again it became a contest of "them" (the Directors and their friends) against "us" (those who challenged the failings of the ruling "hierarchy"). I could see the handwriting on the wall and decided I was not going to jump back into the fire. Within a short time I purchased a beautiful private home, where I still live happily today.

Of course my moving from this condominium did not change the situation confronting the Directors who were ill equipped to deal with numerous problems rampant in most association run complexes.

From time to time I have been contacted by aggrieved owners who are suffering the "wrath of Condo" and I freely give of my time and knowledge to help them. As philosopher "Maimonides" evoked in his 10 highest degrees of giving, number one being: "Anticipate charity, by preventing poverty".

Simply put, it is easy to help someone who has fallen, but much nobler to help someone who you anticipate is about to fall.

I had been contacted by an attorney and a writer who were researching material for a book about homeowner associations and common interest developments. Their sincerity in this project motivated me to turn over every bit of information and research I had done for my condo-expose book.

In 2003 I was surprised to receive a published copy of their almost 500 page book titled "Villa Appalling". It goes much further than my writings in explaining to neophyte buyers what to expect when they make what is probably the most expensive investment in their lifetime.

Steve and Donie have graciously dedicated their book to me as follows:

We are very grateful to Mr. Vico Confino who very kindly allowed us unlimited access and use of his valuable time, all his writings, interviews and films, including his publications and screenplays. His inspiration and support

throughout this endeavor can never be adequately be put in words. Vico did what every homeowner *dreams* of doing, and he did so with dignity. His sense of humor is most inspiring and he was truly ahead of his time.

Thank you Vico.

Dedication:

He played Ping-Pong with his son until the recreation committee gave the table away without warning. The noise bothered the retirees...

The board didn't like people diving into the swimming pool because they splashed women's hairdos. So they banned diving...

Members didn't want visiting children using the diving board so they assigned Kindercop patrols, they took a hacksaw to the diving board and carted it away.

The board unleashed their Condo Commandos on residents they didn't like.....

Let's make living here as miserable as possible so they move out...

The board covered the putting green with a mound of earth because it's expensive to maintain a putting green even though we're paying for it....The board refused to fix the women's sauna....The board failed to fix the seawall and their common grounds...

For over eight years, Vico fought with the board and pleaded for action. He made phone calls...He took pictures....He shot videos...He wrote letters...He attended meetings...He complained to the state...He hired lawyers....Twice he offered the recreation committee interest-free loans to fix the pool area...The committee boards always said NO! NO! NO!

Enough is enough! Left with no alternative, Vico Confino pulled what he calls the "*condo coup of the century*". He learned that the recreation center was owned separately from the rest of the complex. Vico contacted the developer who still owned it and bought the recreation center outright.

Vico then went to court and sued the various associations to maintain and repair the amenities as enumerated in the recreation lease. Amid cries of "what are you doing to us" and "how can we contact you if we don't know your phone number" (the same thing the board did to him), Vico just smiled.

Then as the directors threatened to run him out of the condo, he proceeded to prevail in the lawsuit he had filed as well as the two counter lawsuits the associations had filed against him in effort to "run him out of money".

This book (*Villa Appalling*) is dedicated to Vico Confino whose ultimate revenge gives all of us hope.

"Failing to prepare, is preparing to fail" Benjamin Franklin

"Knowledge is power" Eli Bacon Philosopher

"Citizens who fail to participate in the politics of their country (*condo*),

are doomed to be governed by their inferiors" Plato

**"The true legacy of a human's existence, can be found in the
legacy of their deeds" Vico Confino**

"To all those who would avail themselves of knowledge, I give my book freely"
www.nostracondomus.com

THE WRATH OF CONDO
BY VICO CONFINO

If you are.....

BUYING • SELLING • RENTING
OR TRAPPED IN A CONDOMINIUM

A pat on the back to Vico Confino for having the guts and persistence to stand up for his (and everyone else's) rights as a unit owner.

KRISTEN ANDERSEN
Hi-Riser News
Editor

Vico Confino is fighting the condo battles from a little different perspective these days.

**GARY STEIN
Fort Lauderdale News
Columnist**

When Vico Confino speaks, people listen. When they read what he has written, they will be mesmerized.

**ROBERT L. KING
Attorney at Law**

Vico Confino's determination manifested itself through constant investigation and meticulous record keeping. I added the pizzazz, but Vico had built the foundation. Whether a member of the board of directors or an individual unit owner, the wrath of condo can be overcome as justice is not always blind.

**PETER S. SACHS
Attorney at Law**

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Some names have been changed or deleted to protect the guilty as well as the innocent.

Dedication

This book is dedicated to an uncommon man in a common world. Born January 21, 1898, he has shown me the way and the light. Life to be enjoyed to its fullest is not just to be lived. It must be challenged daily.

With deepest respect and admiration, I dedicate this book to Arthur August Herbert Friese, my friend.

Vico Confino



(Celebrating Art's 87th Birthday)

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INTRODUCTION

Welcome to the world of condominiums. So you want to buy a condo and don't know whom to ask. The "Wrath of Condo" is the inside, nothing-held-back exposé about life in condo land.

The author survived nine years and three lawsuits before successfully escaping from a "condo of horrors." And along the way, he established two world records.

First, he is the only condominium owner ever to purchase his own recreation area - the swimming pool, clubhouse, tennis court, and boardwalk.

And second, the various boards of directors, in order to "rid the premises" of him, paid \$160,000 for his units, legal fees, and recreation property.

Every sales pitch you have ever heard, read, or seen about condominiums should not be taken with a grain of salt. They should be taken with a truckload!

It's all BULLSHIT! Grade A propaganda! And it is all designed to do only one thing - separate you from your dough. To be forewarned is to be well armed with the knowledge to avoid mistakes.

What you will read in this book may not help you choose the best condominium, but it will more than pay off in helping you stay away from a bad one.

What businessmen would invest from \$50,000 to "the sky's the limit" in a venture and fail to protect it?

What average person would make the most expensive purchase of his lifetime and not look after it?

What sane individual would turn over the management of his investment to a group of strangers he knows nothing about?

Of course it wouldn't be you! But guaranteed, dollars to donuts, you know someone who has purchased a condominium.

To truly understand the condominium concept, one must cast aside all natural reasoning and common sense.

In establishing a sales technique, the purveyors of "Condo Heaven" offered the irresistible bait: low taxes, low maintenance, plenty of sunshine, and a carefree lifestyle. In more simple terms, it's the old free lunch.

Of course, everyone already knows that any deal that sounds too good to be true probably is. Everyone, that is, except the poor suckers who are now trapped in deteriorating condominium complexes, which were constructed to self-destruct in less than a decade.

A perfect example is the Miami condominium where residents found out too late that all the plumbing pipes were steel. Unlike the time-resistant copper usually used, these steel pipes slowly rusted away. Water sprouted from the walls and the floors, from ground level to the roof. Furniture, drapes, carpeting, and personal keepsakes were ruined beyond repair. It doesn't make sense to stay, but try selling a condominium unit when the word gets out about your problem.

The cheap monthly maintenance you've been paying all these years now comes home to roost. As this account is being written, the replacement of the plumbing pipes throughout the condominium building has cost owners over \$1 million.

That's the good news. The bad news is that the job is still not complete.

In a Florida daily newspaper story, a prominent builder was quoted as saying: "If I had to build a home that would last more than 25 years, no one could afford it."

More and more throughout condo land, the promised dream is turning into a nightmare. Higher taxes, increased maintenance charges, incompetent management, and the inability of people to live in close proximity to one another are all symptoms of the reality.

The tidal wave of buyers who came to Florida for the condominium concept of a shared, communal lifestyle has subsided. The sellers' market that prevailed for so many years has been downgraded to a tropical squall.

Condominiums are still being sold to the hapless, uninformed buyers who are victims of advertising overkill. If, as advertising experts say, word of mouth is

the best salesman, then asking someone who owns a condominium should be your guideline.

To be more precise, ask someone who not only owns one, but also lives in it year-round. You will find that owners who visit their units for brief periods during the year are basically very content.

Everyone likes to go on vacation, have a good time, and return to his nice, well-kept home – up North. These owners are commonly called snowbirds.

Like their namesakes, they use everything and then fly away, leaving others to clean up after them.

Whether you are living in a condominium now or thinking about buying one, this book tells it like it is. Of course, if you would prefer to learn from your own experience, BON VOYAGE.

FORWARD

My name is Vico Confino and this is a true story of my life at a condominium.

Born and raised on the streets of Brooklyn and New York's Lower East Side, I learned how to survive in jungle warfare. Growing up among street gangs, corrupt politicians, and neighborhoods turning into slums was perfect basic training for life in a condominium.

Living through the trauma and pain of seeing my parents struggle for a better way of life gave me great insight into this new, communal living concept.

In order to survive, it was necessary to adopt a my-day-will-come posture: to watch, to listen, and to learn in hope that someday this knowledge would be my salvation.

During my youth, if I suffered a beating at the hands of a bully, it only made me more determined to become stronger. A defeat in a verbal confrontation drove me fanatically to develop my mind. The objective was

not to become a spectator, but a participant in controlling my own destiny.

I recall vividly a third-grade teacher explaining the two types of citizens to the class. She said we were old enough to decide if we wanted to be leaders or followers. My reaction was spontaneous. I pledged myself to become a leader. It was not until many years later, while reading a quote from the Talmud, that I fully realized the position I had taken: "WHERE THERE IS NO MAN, BE A MAN."

World War II was just coming to an end when I entered my final term in elementary school. Like thousands of other school children, I joined a 4-H Club to raise vegetables for the war effort.

When a teacher asked for volunteers to knit sweater patches, I raised my hand immediately. I was the only boy in the group learning how to knit, but the taunting and harassment only bolstered my resolve.

As I look back now, it was my mother's suffering in mending her little boy's skinned elbows and bloody noses that bothered me most, but I was willing to "pay the price" for my personal beliefs.

To be heroic and say that during my teen years there weren't times when I entertained a change in course would be less than honest.

How many beatings do you take? How many verbal assaults must one suffer in quest of a goal that may not exist? It was at these low ebbs in my life that some uncharted oasis would appear as a lighthouse beacon to a ship lost at sea.

As the youngest child in the family my role models were my parents, an older brother, and sister.

My father could work harder and longer than any of my friends' dads. Mom was the kindest, most beautiful woman in the whole world.

My big brother could fix any car, radio, or bicycle better and faster than any other kids. And my sister was the smartest, prettiest, best friend anyone could ever hope for. I was secure with this child's-eye-view of the world and would defend it to my last breath.

The position I had taken got me through elementary and junior high school in one piece. My skin had grown

a lot thicker and my mind much sharper. It was no longer necessary to do battle over every issue. My quick wit was now able to negate many potential fist fights.

The street rumbles and school-yard battles brought home the realization that it was not only guns that could kill, but fists as well.

I entered high school at 15, a gangly 135-pound freshman among upperclassmen who tipped the scales at 200 pounds up. At my former schools, I jumped in without hesitation to help even the odds if two guys were picking on one. Now, it was apparent that such a decision could get me killed.

Here was one of those junctures in my life that was blessed with a "sign" from a still unseen guiding light. An invitation to try out for a school football team was posted on the gym bulletin board.

Here I would learn to tangle with a bigger and tougher element under strict supervision. There would be training, protective pads, and rules hopefully to make up for my lack of size.

What I found was an ex-army paratrooper whose demand for a strong mind and body paralleled mine. As coach of these ragtag, aspiring athletes, he set a rigid pace that allowed only the most dedicated to survive.

The training and mental stamina that was developed under his tutelage formed a foundation of solid granite. To this day, his shouts of "A MAN THAT WON'T BE BEAT CAN'T BE BEAT" still echo in my ears.

His desire to instill a winning psyche in his players knew no bounds. I can still envision the sign Coach Ostro put on the locker room wall: "Fight on, my men, though little I'm hurt but not yet slain, I'll sit and bleed a while, then rise to fight again."

The bumps in the road of life that I was yet to encounter were easily smoothed over as I recalled his statement that "a winner never quits, a quitter never wins."

And if I should despair for a moment, my impetus is restored with "when the going gets tough, the tough get going." And I do.

It never was my intent to emulate any group or individual, but only to take the best of what they offered.

I saw my mind as a gigantic filing system capable of storing these gems for future use.

Academically, my grades were just passable, but what I learned on the football field could not be measured. Coach Ostro taught me that life is a game and that to succeed you must have a plan. If you can't get a touchdown by running up the middle, then scoring with an end run still put six points on the board.

Being part of a team and a challenge of competition made high school just bearable long enough to graduate. With no career objective in mind, I muddled through a variety of jobs offering little promise.

Although there was always a fierce determination to be the best at whatever I did - messenger, waiter, welder - these occupations presented no future. It was during this metamorphosis that I came to terms with what I learned in school and the real world.

Today I call it the "THIJ" principle: Truth, Honesty, Integrity, Justice. For twelve years of my life, it had been drummed into my head that Truth, Honesty, Integrity, Justice are what I would encounter after graduation.

I guess with all my worldly plans while growing up, my greatest failing was being naive. It took quite some time to restructure my values in terms of what I had been taught.

Working for a newspaper dealer at the train station gave me my first lesson. As throngs of subway travelers rushed to catch the morning express, we sold hundreds of papers, the most popular being the New York Daily News and Mirror, at three cents a copy.

"Remember!" my boss would say, "if they're in a hurry and give you a dollar, give them 96 cents change." I couldn't believe that such things really happened in the world I was schooled to trust.

It taught me a valuable lesson, though: that from the minute you get up in the morning, someone is out to screw you, so be alert.

Truth, honesty, integrity, and justice were commodities in short supply, no matter where I journeyed. I realize that what my educators were really telling me was that it was safe to walk down Broadway

and 125 Street in Harlem at 3 A.M. with a fist full of \$20 bills.

It wasn't easy to admit that I had swallowed this rhetoric hook, line, and sinker. Life in the real world was quite unlike football where you were forced to play by the rules.

If you committed a foul on the playing field you were penalized immediately. Here in the business world, the people committing fouls were the pillars of the community and, being cheered on by their former teachers.

Nothing is all bad. Fate did smile upon me again by beaming down one of those people who would give me new direction. He was a former neighborhood gang affiliate whose quick mind and street smarts had put him at the presidency of a national corporation.

I had been bouncing around at various sales jobs and spent five years in my own failed, small business. His offer was too good to refuse and having nothing else on the fire, I went to work for him.

Managing a retail store was old hat to me and it provided what I needed most at the time - a paycheck. He would stop by at closing time and we'd pit our minds in a battle over complicated corporate strategy.

Coming from the same environment, our jungle instincts were practically identical. These were mental mind wars that drove us to the real brink of physical exhaustion. What we learned from these head-to-head battles wasn't being taught at any university.

It was during one of these exchanges that I captured and stored a sign. "Knowledge is power," he said. "You will meet many financially-powerful adversaries whom you will be able to defeat with only your mind.

Those words drove my desire to accumulate important information to new heights. Many years later I learned this gem belonged to philosopher Eli Bacon.

My friend's business was growing, and it wasn't long before I was managing 10 stores. The desire to put what I had been learning to use in my own business prompted me to resign.

Our paths crossed frequently over the ensuing years, meeting only by chance at a restaurant or trade

show. The last I heard, his corporation had filed for bankruptcy and was being liquidated.

Then several years later, I received a letter from him postmarked Eglin Air Force Base, near Pensacola, Florida. His first paragraph described his new residence at an all-expense-paid federal prison. He had been arrested and convicted of counterfeiting \$20 bills and postage stamps.

We had corresponded for a period of months when he asked me to write a letter to the prison superintendent to help him get an early release. I guess my note on his behalf did some good, as his sentence was reduced by some four months.

It is unfortunate that such a brilliant mind could not find enough action in the legitimate sector of society to be satiated. Perhaps the best answer lies in his own self-appraisal: "I'm the world's oldest juvenile delinquent.

There have been difficult times in my business and personal life when no guideposts appeared. Although I am not fanatically religious, it is during these crucial periods that I scour the Bible for answers.

The ability to find some method of measuring one's individual progress has always been frustrating. Society constantly reinforces the necessity to attain wealth as a mark of achievement.

The Bible asks: "Who is rich?" and responds "He who rejoices in what he has." This was not unlike what the guys I hung around with were asking. "Who is tough? ...He who can take six from a .38 and still keep coming. He is tough."

To settle upon some inner peace with one's self over this conflict unleashes additional creative energy. It enabled me to think more clearly in removing other obstacles that hindered my growth.

As my convictions strengthened, my confidence in meeting new challenges grew. I had read somewhere that

most millionaires had been well on their way to making their fortunes before the age of 30. At 29, I realized that my chances, if any, were minimal.

In analyzing the situation, it was apparent that, although time was not on my side, desire and knowledge were. My plan was simple. If it were possible to make a fortune by working the generally accepted 40-hour week, I would work 80.

This, I reasoned, would allow me to do in five years what took others 10. While friends were at the beach or on vacation, I was working at my business.

I rationalized by calling it my personal long shot. If I were to prevail in this premeditated endeavor, I would do it on my own terms. If I failed, my friends would have been right and I justly deserved their admonitions.

Either way, I had prepared myself for whatever the future held. My determination knew no limits as I made every minute count. There were only seven days in the week, so I came upon an idea to create two more.

It took three minutes to smoke a cigarette and I was consuming two packs each day. It didn't take a genius to see that 40 times three was 120 and multiplied by seven would yield 14 more hours. The solution was easy. The result justified the sacrifice and my productivity increased 20 percent.

As my business grew by leaps and bounds, I saw the trend and potential for increased profits through imports. On my first trip to Spain, I became hopelessly enamored of the country's lifestyle and beauty. It was as if I had lived there in another time and had returned home.

There was a bottomless well of ancient history describing the architects, philosophers, and artists that made me vow to return.

During my second visit two years later, I came cross a condominium villa in the southern city of Fuengirola. Unlike condominiums in Florida, the builders included everything from linens to silverware in the purchase price.

The location was magnificent, and only a short walk to the shores of the Mediterranean Sea. Without

hesitation, I struck an agreement with the owner and gave him a deposit. It was decided that the closing would take place sometime during my next visit about six months later.

Returning to the United States, I was ecstatically happy with the thought of someday retiring to Spain. This was short-lived, as the newspapers began carrying stories of the anticipated demise of Spain's ruler, Generalissimo Franco.

As he lingered at death's door, the news predicted violent changes when the new regime came to power. The most frightening prediction was the confiscation of all property owned by foreigners.

It all boiled down to a difficult business decision. If I went ahead with the purchase and rumors were true, I would suffer a substantial loss.

If I attempted to withdraw from the sale, my loss would, at most, be my deposit. One of the little gems I had stored in my mind's computer came to the forefront and made my decision easier: "Sometimes the best deal you ever make is the deal you never make."

With a heavy heart, I chose the latter and aborted the transaction. Even though my spirits were somewhat dampened, I still perused the real estate section of the New York Times each Sunday. On February 9, 1975 I came across the following advertisement:

FT. LAUDERDALE-CONDO,
to settle estate, on inland waterway.
1 BR, lg LR & din area, kit, bath, &
scrnd balc, top flr cor locn. Unusually
low maint; asking \$27,000. Call Trust
Dept, Broward Nat'l Bank, Ft Lauderdale
(305)525-4161 Mon thru Fri 9-5

On the following day I telephoned the bank official for further information. The condominium apartment was part of an estate whose owners had died. It had been left to a daughter living in Boston.

There was a deficit in the trust account, meaning that the bank was paying the taxes and maintenance and would be reimbursed from the proceeds of the real estate sale.

I was given the address of the complex and a brief description of the location and amenities.

My next telephone call was to a former employee who had recently retired and was living in the area. I conveyed the information I had and asked him to visit the apartment for a first-hand appraisal.

A few days later, he called to report that it appeared to be just what I was seeking. It was only 10 miles from the airport; it had a lovely water view; and it was just a mile from the Interstate 95.

I contacted the bank representative and, after setting an appointment, made arrangements to fly to Fort Lauderdale. During the plane ride down, I gave considerable thought to a price that would be fair and acceptable.

I was aware of the deficit in the trust account and the bank's desire to get the five-and-one-quarter percent mortgage off the books. With these two factors in mind, I deducted 25 percent from the asking price.

After meeting at the condominium and confirming my friend's evaluation of the premises, we returned to the bank office. I made what I considered an adequate offer to purchase the apartment.

The bank officer indicated he would have to contact the owner in Boston for her consent, but he personally did not think she would accept it.

I advised him that I would be in town for two days and if possible, I would like to know one way or another before leaving. Much to the surprise of the bank's representative, my offer was accepted and the sale was consummated.

On the flight to New York, I again experienced the same feeling of euphoria I had when returning from Spain. Little did I know then, that I was embarking on the adventure of a lifetime.

During the latter part of 1975, I moved to my Florida paradise in the sun. Circumstances beyond my control, namely the national recession, had dictated the demise of what had been a highly profitable business.

This would be an excellent opportunity to rest, recuperate, and enjoy my new surroundings. The saying "You never know someone until you live with them" is

equally true of condominium life. My first few months were, to say the least, idyllic. Swimming, sunning, sightseeing, and sleep were just what I needed to recharge my batteries.

WELCOME TO CONDO LAND

My introduction to "Basic 1" of condominium living began after my first swim in the pool. While resting comfortably on a chaise lounge, thinking of the joys of subtropical living, my thoughts were interrupted.

Someone I did not recognize approached and introduced himself to me. He not only announced his name, but placed particular emphasis on the fact that he was a "Director."

Not realizing at the time the importance of the title, I paid little attention to its significance. Not until many months later, after attending a few condominium association meetings, was I to understand its real meaning.

Of course, if you do not live in a condominium, you need only ask someone who does for an explanation. Be prepared to spend the next few hours on the receiving end of untold tales.

Almost all newcomers to condo life feel that it is no problem to be accepted on some level with their new neighbors.

All that it takes is a little kindness, consideration, and positive attitude to get along. Anybody with a little common sense should not have any problem fitting in with the group.

Thinking in those terms can only lead to the rude awakening that common sense in most condominiums does not exist.

I shook the "Director's" hand and he proceeded to ask if I had read the rules we live by when I was interviewed. "Of course," I replied quickly, hoping that I would pass this impromptu test.

Unsmiling, and in a firm voice, he advised me that I must have forgotten that the rules strictly forbid laundry on the balcony.

I didn't readily grasp the severity of this violation, but wanting to be a good unit owner, I admitted the oversight. As the new kid on the block seeking acceptance, I fumbled a profuse apology for this indiscretion.

As I was returning to the apartment, my curiosity demanded that I see what rule I had broken.

Standing in the parking area looking at my fourth floor balcony, I saw a towel draped over a chair. It could not have been seen from every angle because of the screening and draperies.

Only with special effort was a portion of this offending cloth readily visible. Rather than incur further confrontations over such a small matter, I promptly removed it from sight.

Not until some years later did I understand that this chastisement was the standard treatment for new residents. The towel was only the tool necessary to provide a confrontation. The real intent was "INTIMIDATION" - a standard procedure found in almost all condominiums.

Subtle pressure is applied to let you know who is at the top of the pecking order.

Invisible signposts of how your life is to be channeled lurk everywhere. If you cannot recognize them, a director or committee member will be more than glad to set you straight.

It is easy to see where the power lies with the "clique" or "gang." Observe the nightly gathering of residents in the clubhouse or at poolside, and you will see the choicest seats occupied by the "hierachey."

Do not confuse this with the commonly used and correct, hierarchy. The condominium "hierachey" is a word created to describe self-appointed rulers who specialize in giving others a pain.

It is at these seemingly innocuous gatherings that condominium policy, rules, trials, and executions, are customarily held.

Those who wonder why attendance at the association's Board of Directors meetings is usually small will ultimately find out that all major decisions already have been finalized at poolside.

The subcommittees necessary to control the majority are often called ladies' or men's clubs. There is constant recruiting for new members to increase support for the ruling regime.

Just as in local politics, it is a lot easier to have small favors granted when you're a loyal party member. The amount of freedom of choice one must relinquish can never be fully appreciated unless you already live in a condominium.

Staying neutral or being a fence straddler is next to impossible. If you fail to turn over your proxy at election time, you are the enemy. Should you vote for the unpopular candidate, you are an outcast. Lord knows, they have ways of finding out whom you voted for.

Rules you never knew existed will be enforced arbitrarily. For example, a note from the Directors advised that automobiles may not be backed into parking spaces because the exhaust kills the plants.

Never mind that there is nothing but concrete surrounding your car. You are guilty! It doesn't make any sense, you say, but where is it written that it has to make sense?

At most condominiums, the directors are not always right, but they are never wrong. To admit error is to acknowledge weakness, and that is a no-no.

In order to survive, you must think in terms of giving up rights. Acquiescing to the rule of the vocal minority becomes a way of life for those trapped in this stacked society.

As for the silent majority of condominium owners, nothing more can be said for their plight than that they get what they deserve. It is difficult to believe that mature, intelligent people can allow themselves to be relieved of their rights so easily.

Perhaps Plato said it best in "The greatest penalty for failure to involve yourself in the politics of your country, is to be governed by your inferiors."

Probably the best single source in uncovering the cause and effect of condominium politics can be found by attending membership association meetings.

To those who have never lived in a condominium, an explanation is in order.

In the state of Florida, a Division of Land Sales and Condominiums was established to administer laws governing the operation of condominiums.

In purchasing a condominium, one owns his apartment as well as an undivided share of the common elements. This usually includes parking area, swimming pool, tennis courts and clubhouse. The exact items are listed in the Declaration of Condominium - the bylaws that the owner receives at title closing.

Although this set of legal documents governs how your lifestyle will be controlled, most buyers never review them. They finally read them only when something that personally affects them occurs.

Just like the proverbial horse that ran out of the stable, by then it is too late to close the door.

Each person whose name appears on the deed automatically becomes a member of the association and has all the rights and privileges spelled out in the declarations.

With ownership comes a legal vote that democratically allows you to participate in the operation of the condominium.

If laws are made to be broken, then it didn't take good old American ingenuity long to pervert these condominium statutes. Unfortunately, disregarding the laws is far easier and more successful than getting the directors to comply with them.

The minutes of the Board of Directors' meetings are supposed to reflect what actually took place. But wouldn't it be easy to add or delete what did or did not happen by rewriting or retyping a complete page? Inserting it into the official minutes would make everything legal. Unthinkable? Think again.

Where does the power lie? How is it obtained? In the business world, it is jokingly said that the acquisition of a key to the executive washroom denotes power.

At condominiums, placing locks on doors, storage areas, or the clubhouse kitchen, all under the guise of security, eventually leads to status perks.

If you are a friend of a director and willingly give your loyal support, you will become one of the select group of owners which has its own keys.

The keyholders all know who each other are, and receipt of the key acknowledges acceptance into this privileged group.

New owners in a condominium learn (or are taught) that those who control the recreation facilities rule the roost. Being ostracized from social affairs at the clubhouse is a common method of exacting compliance from naive owners.

It can be applied in many ways, such as being told there are no more tickets available for a certain condominium function.

How many owners have chosen to sell their apartments and move rather than pay homage to this type of extortion will never be known.

The Drama Begins

It is now March 1978, and the gauntlet has been thrown. Part of the clubhouse consists of a separate room containing two pocket billiard tables and a ping-pong table.

Despite the 300 apartments in the complex, the three tables were considered adequate for the amount of time they were used.

During the winter season, when the population of the condominiums more than doubled, a third pool table was needed to accommodate the extra players.

Without a vote, or a meeting of the membership, a unit owner belonging to the vocal minority took up a collection for a third pool table.

When I was approached for a donation, I asked what was going to happen to the ping-pong table. I was told that it would be moved to a sheltered area adjacent to the existing room.

But shortly after the delivery of the newly purchased billiard table, the ping-pong table disappeared. It was not relocated to the area as promised, and no amount of questioning could elicit an answer to where or why it had vanished.

Here was my first encounter with a conspiracy of silence by my neighbors. Rumors were circulated that the

table had been stolen, or created too much noise. Still more rumors told of a broken windowpane by reckless children.

The vocal minority and loyal followers needed support to make sure their skullduggery would remain concealed. Although advised to forget the matter, I continued my search.

Many months later, I discovered a letter of thanks from a minister to the contributor of the table.

It clearly revealed that the equipment had been donated to a church up the street.

Again, there was no meeting of the board and no record of any vote authorizing the act. Investigation of condominium records listed the table on the inventory for \$164.22.

Although each member of the association had a financial interest in this item, it is interesting to note that less than a dozen owners were concerned when apprised of the matter.

The weeks, the months, and unbelievably the years passed quickly while board after board and committee after committee refused to discuss the matter.

When my formal letter to the directors demanding its replacement was read at a meeting, I officially became CONDO ENEMY NO. 1.

An attempt by some owners to donate an auxiliary ping-pong table that could be placed over the top of the billiard table for use was ignored. Little by little, the owners wanting the table returned were coerced into silence.

I had always believed that if the cause was just and it was pursued in an intelligent way, an amicable solution could be found. Perhaps this was true in the real world where I had achieved some measure of success. It wasn't even close in condo land.

Here was a unit owner challenging the authority of the previously unquestioned "hierachey." The illegality of giving away commonly-owned property was no longer the issue. It had become a battle to "save face" by the power brokers who had no regard for the rights of others.

Since their defense for this obvious breach of responsibility was nonexistent, they employed a time-

tested offense - harass and discredit the opposition by attacking them personally. This negates the necessity of having to face the facts and deal with them squarely.

At condominiums, you will find that many of these sweet, kind, elderly individuals can be more vicious than a marauding pack of wolves.

Once the call to arms is given by the "clique" it becomes essential that all loyal followers rally to the forefront. The special little favors that board members have doled out now require repayment.

It is much like a loan shark calling in his markers at the local crap game, and woe be unto those who don't respond and need a favor in the future.

Even those owners who had previously preferred not to become involved in the condominium politics are backed to the wall. A weekly card game at the home of a loyal "clique" member is suddenly cancelled. When you approach a group of neighbors to join in friendly chit chat, a few leave without so much as a good night.

The warm Florida breezes suddenly become icy chills of subtle rejection. Your logical mind tells you this couldn't have anything to do with a ping-pong table. It just doesn't make any sense. ALL YE WHO ENTER CONDO LAND, CAST OUT LOGIC AND COMMON SENSE, FOR HERE IT DOES NOT EXIST.

We came to Florida for the good life in the sun, you say, so who cares about a silly table? There are plenty of reasons to rationalize a decision to acquiesce.

"I never used the table" is the easiest answer to avoid peer pressure. Or the second best response could be "The majority doesn't want it, so I'll go along with it."

Now that it's known that you have seen the error of your ways, the card game can resume, and you will be welcome to join the nightly roundtable gossip sessions.

Amazing how the patronage system works. It didn't cost you any money, and life is again beautiful. What you gave up was your right to remain neutral and maybe a little self-esteem.

After all, you didn't come to Florida to become involved in problems that don't concern you. That is a poor assumption, and you will find out shortly that what you thought was an end is just the beginning.

Now that the vocal minority has marshaled its forces into a unified group, an offensive can be launched. A firm decree is issued. The ping-pong table was given away by unknown persons. The majority of owners do not want it replaced. It will not be replaced.

Forget the fact that the majority was not given the opportunity to vote on the matter, or that democratic procedures were ignored.

You have the foundation for "anarachey." The interpretation of this new condominium word parallels "hierachey," with the accent on "achey."

The enemy has been repulsed. The "clique" has retained its control. The silent majority takes another step backwards. Flushed with the excitement of this latest power play, it is not long before new battle lines will be drawn.

Two Chances Slim and None

From 1976 to 1984, I attempted to communicate my concern for lack of maintenance at the condominium to Board members. Being new to condominium life, I accepted the established procedure of putting my comments in writing.

This, I was to discover later, was not necessary if you were a friend of a director. I attended the association meetings and was allowed to vocally express my sentiments. But, my letters went unanswered. My comments were ignored. Repairs were not made. I decided in March 1978 that my only alternative was to become a member of the Board of Directors.

The flyer (shown below) will give you an idea of the condition of the condominium at the time. The buildings had not been painted for five years and were peeling badly. (Another seven years have now passed and the complex is still awaiting a coat of paint.)

With absolutely no security, a rash of vandalism, burglaries, and assaults plagued the complex. My Lincoln Continental was a victim.

Finally, most of the directors did little directing. One had just returned from open-heart surgery, and another was recovering from a series of operations for removal of cancer.

***RIVER SHORES
CONDOMINIUM APARTMENTS
VOTE FOR VICO CONFINO***

RIVER SHORES BOARD OF DIRECTORS

RIVER SHORES CONDOMINIUM IS CURRENTLY A SHIP AFLOAT WITHOUT A CAPTAIN, FLOUNDERING IN A SEA OF DESPAIR. THE PAINT PEELING FROM THE BUILDING EXTERIOR, THE UNKEMPT HALLWAYS, THE SHABBY LAUNDRY ROOMS AND THE GENERALLY DETERIORATING CONDITION OF THE COMMON GROUNDS IS EVIDENT FOR ALL TO SEE.

WHILE MOST CONDOMINIUMS EAST OF DIXIE HIGHWAY ARE ESCALATING IN VALUE, RIVER SHORES APARTMENTS ARE BECOMING LESS DESIRABLE AND CONSEQUENTLY, NOT APPRECIATING AS THEY SHOULD.

A SHEPHERD WHO LEAVES HIS FLOCK OF SHEEP MAKES THEM VULNERABLE TO ATTACK BY WOLVES WHO QUICKLY SENSE THE WEAKNESS. THE RECENT BURGLARIES OF APARTMENTS AND THEFTS OF RESIDENT AUTOMOBILES, ASH STANDS, FIRE EXTINGUISHERS AND POSSIBLY OTHER COSTLY DAMAGE TO THIS COMPLEX, WHICH YOU ULTIMATELY WILL PAY FOR, MUST BE CONTROLLED.

IT IS NOT IN THE BEST INTEREST OF ALL OWNERS TO HAVE CANDIDATES FOR ELECTION TO THE BOARD THAT ARE UNABLE TO FULFILL THEIR DUTIES:

1. ANYONE WITH A PAST HISTORY OF CARDIAC ARREST SHOULD IN ALL GOOD CONSCIENCE NOT SERVE.
2. ANYONE SUFFERING FROM A DEBILITATING DISEASE SHOULD NOT SERVE.
3. ANYONE WHO IS ENGAGED IN A BUSINESS THAT IS A CONFLICT OF INTEREST SHOULD NOT SERVE.
4. ANYONE WHO IS MORE THAN HALF WAY APPROACHING SENIOR CITIZENSHIP FOR THE "SECOND TIME" SHOULD NOT SERVE.

YET WE HAVE HAD IN THE PAST, AND CONTINUE TO HAVE IN THE PRESENT, THIS VERY SITUATION.

AN ELECTION IS NOT A POPULARITY CONTEST, NOR A POWER GRABBING CONTEST. YOUR PROPERTY IS MONEY, AND YOUR VOTE IS THE ONLY WAY TO PRESERVE ITS VALUE.

MY INTEREST IN BEING ELECTED TO THE BOARD OF DIRECTORS IS SOLELY FOR THE PURPOSE OF PROTECTING MY INVESTMENT AS WELL AS YOURS.

PLEASE NOTE ELECTION NIGHT APRIL 3, 1978

VOTE FOR VICO CONFINO

One owner/real estate associate was using the board position to get first crack at the unit rentals and sales, and one who was 86-years-young could not hear or comprehend what was happening.

The only member of the Board who was capable of functioning was away on numerous trips, leaving the complex a foundering ship in a sea of despair.

But those Board members had many social friends who did not take kindly to the notice I had distributed. I lost the election. I also found out about the "dirty politics."

One of the incumbent board members came up to me and asked if I knew why I had lost. My curiosity was peaked and I replied that I didn't.

He gleefully explained that he and his cronies had told all the elderly widows that: if I were elected, I would double their maintenance.

There were only two sure ways to lose a condominium election. One is to state openly that you are in favor of an increase in the monthly maintenance. Second and almost as sure a way to lose would be to drop dead.

I replied that I had not lost. I had won by not having to spend the next year on the board with someone as shortsighted as he.

BUYING A CONDO

When you're looking to purchase a condominium, never be in a hurry to buy. As my favorite uncle said over and over again to me as a child, "There is always another trolley car."

Don't let friends or your local real estate broker stampede you into making a decision you may regret for a long time. Remember, it's easy to buy, but more often than not, harder to sell.

Whether you are considering a mortgage or purchasing for all cash, you are only in the driver's seat until one second before closing.

Whatever you have neglected to include in the purchase agreement becomes history after the title has been transferred. If the attorney representing the seller or even you is running late, don't be concerned.

You are making what is probably the first or second largest financial investment of your life. If you are being pressed or feel that time is not on your side, the best thing to do is request another day when all parties can meet with sufficient time available.

I often think of the advice of an attorney friend of mine when I enter this type of situation. He said, "Sometimes the best deal you ever make is the deal you never make."

Your attorney is present to protect your interests, but unless you provide him with an accurate account of your verbal agreement with the seller, he is helpless.

Any guarantees or representations, whether material or intangible, should be spelled out at closing. Recourse at a later date could be expensive to pursue legally.

Make sure you understand all the terms and conditions of any papers you are signing. Don't be embarrassed to admit that some of the legalese is unclear.

Be sure to request a copy of the condominium declarations. Because it is such a voluminous document, try to borrow a copy prior to closing for review.

Fair warning! Do not place it casually in storage before studying it carefully. Treat it like a death certificate made out in your name for the following month.

Hidden somewhere in the why for and whereas may be a bylaw that you can't live with. It is better to find out before, than to receive an official letter from the Board of Directors that you are in violation. (It's better to be safe than sorry, as you will see from examples in the book.)

The condominium bylaws state in no uncertain terms how your life will be governed for however long you reside there. It will inform you of how much power you relinquish to the total strangers elected to manage the affairs of your investment.

Whoever said, "Power corrupts, absolute power corrupts absolutely" must have had condominiums in mind. This new form of shared communal lifestyle has been likened to a mini-government.

Don't be surprised or shocked to find collusion, conspiracy, and clubhouse politics surfacing in most condominium administrations.

Unfortunately, those owners who possess the experience, knowledge, and ability to provide good management, also are intelligent enough not to subject themselves to its petty backbiting.

In the majority of condominiums surveyed, a common thread was woven through their existence. They are called the "vocal minority" for lack of a more encompassing description.

Among them you will find inexperienced, poorly educated individuals with limited ability, who enjoy new-found power. Managing the affairs of a multimillion-dollar complex requires no prior experience.

You can be a murderer, rapist, or embezzler and still be appointed president of a condominium association if you play your cards right, or more appropriately, if you play cards with the right people.

Unlike a business that has prospered because of educated and knowledgeable executives, the condominium corporation requires no such apprenticeship.

Nowhere in the Florida statutes governing the operation of a condominium will you find any demand for qualifications in management.

The hard truth is, that in some condominiums, it is not even necessary to be an owner. If the documents do not specifically prohibit it, a total stranger can be appointed to the Board of Directors. Abdicating the responsibility of self-government is more and more becoming an accepted way of life at condominiums. To those who are planning to purchase, remember: "IF YOU CAN'T SPARE THE TIME, DON'T INVEST A DIME."

These comments are not made to denigrate the few condominiums that are served by competent owners, but to establish warning signals for others not so fortunate.

How, you ask, can a minority seize power over the majority? Self-government through elections does not guarantee that the most qualified will be elected. At condominiums, friendship replaces common sense when votes are counted.

Don't think for one moment that you will be allowed to remain neutral. There will come a time when your vote decides which side you are joining.

If you do not claim your ballot on election day, it is public knowledge immediately. Should you decide to vote your preference in secret, then expect to become the enemy of the loser. Not voting at all will make you a target of proxy hunters in the next election.

There was only one condominium owner in all who were interviewed that categorically declared he "loved it." When asked why, he explained, "It's simple. I don't go to meetings. I ignore the rules, I use all the amenities, and have as little to do with my neighbors as possible."

Of course, anyone with the least bit of common sense would say that's not what condominium living is all about. But whoever said that a shared communal lifestyle made sense?

To be more serious, there are ways for those buyers who want to protect their investment to do so. If you are one of a rare breed that is unwilling to sacrifice principle, integrity, and right of free choice, then the following guidelines will help:

- a) Attend board meetings.
- b) Communicate opinions.
- c) Use your vote.
- d) Do not allow friendship to cloud your good judgement.

There is no guarantee that all of the aforementioned will prevent the vocal minority from taking control, but it will make you privy to information that will help you determine the future of your investment.

The decline of any government, and the society it ministers to, does not happen overnight. There are signposts along the way that make themselves known to those who are wary.

It will become obvious at meetings when you see special interest groups being catered to by the governing board. The tennis club receives a \$3,000 allocation for the resurfacing of the courts, while the chaises at poolside remain soiled and broken.

The ladyfriend of the condominium president, who coincidentally heads the landscaping committee, has her budget doubled.

And those who voted or contributed their proxy to elect her boyfriend will benefit via special attention to beautification at their building.

To those readers who are currently perverting the condominium form of government, your aberrations are neither new nor well concealed.

From the humble beginnings of a patronage system whose roots spread quickly, "gang mentality" is born. The right of free choice now, ever so innocently, becomes subservient to the will of a few.

To perpetuate control, splinter groups are appointed. The members are friends, status seekers, and loyal followers of those in control.

So as not to arouse the ire of the opposition, these "cliques" are called committees and subcommittees.

The power brokers explain that to efficiently manage the affairs of the condominium for the benefit of all, they must have help.

Once a sufficient number of "cliques" have been established to ensure control, the political machine moves ahead.

Fore...No More

Early one Sunday morning, I was awakened by the sound of pounding outside my bedroom window. I arose and went out on my terrace to see who or what was responsible for the disturbance. From my previous experiences, what I saw did not surprise me.

Straddling our miniature golf putting green was a unit owner wielding a 20-pound sledge hammer. Two other owners were taking turns at attempting to break up

the four-inch-thick concrete playing surface. With much effort, they were able to crack portions of its outer perimeter.

After finishing breakfast, I went down to see exactly what they were doing. I had attended all board and committee meetings recently and knew no vote had taken place for the obvious destruction of this amenity.

As I looked on, it became apparent that they had tackled an impossible task. The concrete base had been poured with steel reinforcing rods traversing its inner core.

They finally gave up in the early afternoon after failing to find a solution to their dilemma. The following weekend, a truck dumped a load of topsoil in the driveway closest to the golf green.

Again, the trio of owners appeared with wheelbarrows and transported load after load to bury their problem. Although there were some objections from a few owners, the work continued until completed.

At the very next Board of Directors' meeting, the membership was advised that a beautiful flower garden was to be planted on the former putting green site.

Unfortunately, they could not foresee that flowers would not grow because the concrete base allowed no drainage. In order to pacify me and some other aggrieved owners, the directors reported that the work and materials were donated by the head sledge-wielder.

A short time later, he fell into disfavor with the "clique" and demanded, and received, full reimbursement for his efforts. All that remains now is a mound of earth covered by grass, with a sprinkler head emerging from its peak.

Scratch one more amenity.

Culture Shock

The new owners at Paradise Condominium are attending their first social at the clubhouse.

It is interesting to note how newcomers to condo culture react. Everyone is at his best, making sure he does not offend any of his new neighbors.

His outfit, carefully chosen for this get-together, espouses the standard, subtropical white slacks; colorful, but not too overbearing print shirt; and spanking new white canvas loafers.

Those in attendance move about easily, mingle casually, and make small, social gossip with new-found acquaintances. Slowly, the weaving masses of people break off into groups as friendships begin to form.

Where are you from? ...When did you buy? ...How do you like it here? The perfunctory lines are offered to initiate a conversation.

As the cocktails begin to take effect, the dialogue rises in volume. It is now becoming a competitive event to see who will be the leader in each group.

Will it be that fellow with the heavy laugh? Or how about the heavysset woman who sprinkles her conversation with profanity to attract attention?

Tonight's social will form the basis for future friendships at the condominium. As those more discerning in establishing closer bonds move from group to group, the atmosphere becomes more relaxed. The conversations now drift to more intimate, searching questions.

What did you do before coming to Florida?

This is the moment you have thought about since that fateful day when your purchase was consummated. The opportunity to test your prepared response in the nonchalant manner you had practiced is at hand.

Careful now. Go slowly. There is a lot at stake. You begin to check the facial expressions and eye contact of those awaiting your answer.

Well, here goes. "I was employed at World Wide International Limited in Pennsylvania."

It flowed smoothly and evenly, just like you rehearsed it. Now, as the rush of warmth that filled your cheeks begins to cool, you search for a reaction.

You knew just mentioning the name of this super conglomerate would leave them awe-struck for a moment.

"Yes," someone in the group injected. "I own stock in that outfit."

"What type of work did you do there?"

At last, there's an opportunity to garner respect from those who will decide your place in the pecking order.

You make eye-to-eye contact with the person you feel has been most receptive to your conversation. Again, not wanting to seem anxious, you slowly begin your response: "I was the Custodial Director of Departmental Procurement."

At last, it's out. Your eyes move carefully about the group to analyze the effect. Someone asks almost instantly, "How many years were you there before retiring?"

Oh, thank goodness! They accepted it without batting an eyelash. My position has been established. How could I have gone on living at Paradise Condominium if someone in the group had asked what the hell a Custodial Director of Departmental Procurement does?

I would have had to tell them I worked in a supply room, ordering and disbursing pens, pencils, and paper clips for 25 years.

The interesting part of meeting your neighbors at a condominium has left me wondering. I've met vice-presidents, executive secretaries, marketing consultants, and air force colonels.

What puzzles me most is that in a condo of over 1,600 people, I have never met a retired air force private, an ordinary salesman, or even a former office clerk.

Buying a condominium not only fulfills a promise of a better future, it sure improves a mediocre past for many.

Patience is a Sauna

A common topic of condominium talk sessions is always the rate of inflation and how it is affecting rising costs. Just like politicians promising to reduce taxes if elected, anyone espousing a similar theme at a condo is regarded as a savior of the pocketbook.

Conversely, those persons who advocate the necessity of increasing monthly maintenance to protect their investments are considered traitors to be shunned.

TEMPORARILY CLOSED.

The words were typed on a 3x5 index card taped to the inside window of the ladies' sauna.

Why is it closed? Who placed the sign? When will it be opened? The questions are obvious. Finding the answers is another bit of condo land intrigue.

Common sense applied in its simplest form would tell you:

- a) It is out of order.
- b) A director must have placed the sign.
- c) It will be open as soon as it is repaired.

All are true assumptions in the real world, but they are not even close in a condominium.

The days, the weeks pass quickly, but answers come more slowly. A portion of the evening gossip session is usually about the ladies' sauna. It

digresses from what's wrong with it, to the high cost of electricity for its operation.

Another owner asks if two saunas are really necessary. Now the conversation turns to the possibility of using just one facility and saving money.

EUREKA! The vocal minority has struck gold. A quick no is voiced by some women who want to retain the privacy of using their own sauna.

It is no longer a matter of what is wrong with the sauna and when it will be repaired. It is now a choice between the need for separate units, and how much can be saved on electricity by keeping one closed.

The battle lines have been drawn. On one side, we have the pro-sauna owners, and on the other, the anti-sauna owners. The chill winds of power politics, condo style, are blowing again.

It is obviously a decision for the Board of Directors to make. You must keep in mind that people who serve on the Board also play cards, socialize, and live at the condominium.

They have, among other duties, the job of operating the complex for the benefit of all unit owners. You can readily see that this is an impossible task in the face of warring factions.

If you vote to close the ladies' sauna to save electricity, you will be accused by the pro-sauna group of pinching pennies. Should the Board vote to reopen the sauna, the anti-sauna owners threaten all sorts of retaliation.

The most popular threat is to remove those who disagree with you by mounting a recall petition drive. If you fail to secure enough signatures to achieve this end, the next step is a proclamation that a lawsuit is being contemplated.

Appeasing both sides seems like an almost impossible task, but not in condo land. Through years of trial and error, an almost foolproof method

has evolved. The Board, in its wisdom, will just seek estimates on the cost of repairing the sauna.

This, of course, under the bylaws of the condominium, requires a minimum of three bids. A committee of unit owners must be formed to see that the estimates and specifications are handled properly.

Again, the days and months fly by quickly, while the proposals from contractors trickle in slowly. This gives the two factions time to rally support, while applying subtle pressure on the Board members.

The longer the anti-sauna group can stall the repairs, the better chance they have of convincing and intimidating others to take their side.

Almost a year has passed and the pro-sauna group, although weakened by numbers, has finally pressed for the Board's findings.

The report says that a certain part necessary for operation of the sauna is worn out. It goes on to say that, because of the age of the unit, the part is no longer available.

The only alternative the Board has to make it operational would be to purchase an entirely new unit. It is now loudly stated that a new one will cost \$1,145.

The loud groan that echoes from those in attendance is a sure sign that the anti-sauna forces have won. Once the news reaches the majority of owners, who do not attend meetings, the balance of power will swing to keeping the sauna closed.

To forestall any further outcry from the pro-sauna owners, it is also announced that there are no monies available to cover so great an expense.

Spreading a little oil on these troubled waters to pacify the losers is easy. The directors announce that the repair will be tabled until next year's budget, at which time the owners will be given the opportunity to fund the new sauna.

King Solomon couldn't have made a wiser decision himself. The anti-sauna group will have plenty of time to see that next year's Board of Directors is composed of allies.

As for the pro-sauna owners, their ranks have dwindled to a handful, and for the time being must withdraw to the shadows and lick their wounds.

Here was another situation where an amenity was being taken away from all unit owners without their consent. From previous encounters with this vocal minority, the reasons did not ring true.

It all seemed too pat, almost as if the scenario had been choreographed.

What company inspected the sauna? How much did this inspection cost? Were they qualified professionals? Where is the report they issued?

Here again we come face to face with the nemesis of condominium living: LOGIC AND COMMON SENSE.

To get answers to the aforementioned questions should be simple. Ask one of the committee members who the contractor was and what transpired.

As for the other information, simple logic would tell you that the estimate and report are on file at the condominium office.

Although less than six months had elapsed, the committee members could not recall either the name of the company or exactly what part was needed.

The next step was to seek out the information at the condominium office. Here again, the report could not be found, and as soon as it was located, I was told that I would be contacted.

Days and weeks passed while I waited for the call that did not come. The fact was that eternity would come sooner, had I decided to wait. The apparent lack of cooperation peaked my curiosity.

Why was this information so obviously being withheld? As the saying goes: "When you practice to deceive, it's a tangled web you weave."

It was almost a year later, when looking through a batch of canceled checks at the office that the first clue surfaced.

I came across a check paid to the XYZ Hot Tub Company. The date on the check matched the time frame of an inspection at the sauna. Armed with the invoice number and company name, tracking down the errant paper work would be easy.

Careful not to reveal the purpose of my request to review certain files, only the "X" folder for that year was requested. Locating the invoice only took a few moments. It was taken from a standard receipts book available in dime stores.

What it revealed was everything I had been waiting for all year. A telephone call to the company confirmed the inspection, and the part number that was needed for the repair.

Was the part unavailable and obsolete? I was stunned when they replied no.

When I asked why the repair had not been done, they advised me that the directors had not authorized it. And, in any case, they stated, the job was so small they had no interest in following it up.

I asked where the part could be purchased and they generously supplied the distributor's name and address. Although located over 1,000 miles away, getting in touch with him was easy via an 800 telephone number.

To those not versed in the intricacies of Ma Bell, dialing an 800 exchange is like calling your next door neighbor and at the same cost.

The distributor advised me that the part was available and the cost was \$40 plus \$6 freight. This, of course, was nowhere near the \$1,145 the directors had quoted to the owners.

To further satisfy my curiosity, I asked the cost for replacing the entire sauna unit. They said the entire sauna would cost \$595, delivered to Florida.

Knowing that transmitting this information verbally would not be welcomed or believed, I requested that a pro forma invoice be mailed to me as soon as possible.

If you are beginning to believe that this irrefutable evidence would resolve the matter, slow down. Remember, you're in condo land, where logic and common sense do not exist.

I submitted the information and invoice at the next meeting and was told it would be considered. In November 1982, I could wait no longer and filed a lawsuit against the representatives of the three condominium buildings sharing the recreation facilities.

An entire year passed and the ladies' sauna still remained inoperative. In October 1983, I received a letter from the current President of one of the condominium Boards, requesting the information I had concerning the sauna repair parts.

Although he was interested in having the work done, the battle with anti-sauna forces was still raging. After six months of discussion and having various electricians work on the repair, the job was completed.

This was accomplished just before the annual election of condominium officers. In March 1984, at the final meeting prior to voting, the President announced that the ladies' sauna was operating and would be opened for use.

Well, if you are thinking the "all's well that ends well" is the final chapter in this story, think again.

It is now almost 9 months later, and guess what? The ladies' sauna still has the TEMPORARY CLOSED sign in place. The new Board of Directors

that took office (notice I do not say elected) is composed of anti-sauna* members.

There is no more discussion about this closed amenity. Newer and bigger problems have taken its place. The pro-sauna group members are difficult to find now. Some have died. Others have moved from the complex. And some of the silent majority chose to stay in the shadows and not make waves.

The "clique" still meets at poolside command headquarters nightly to languish in the glory of their hollow victory. The conversation tonight turns to the recent lawsuit and the problems it has spawned.

Some of the older and no longer militant members begin to yawn as others excuse themselves and retire for the evening. The rabble-rousing leadership attempts to rally support from the remaining few without success.

As the moonlight shimmers on the calm river waters, the meeting adjourns for the night. The chairs are all placed neatly around the table as the last of the power brokers shuffle home.

*See page 171

You're in the Pool (urine the pool)

Maintaining a low profile at a condominium can be difficult, if not impossible. While relaxing and reading the Sunday paper at poolside, I was interrupted by a slightly-built person I recognized but had never formally met.

Without introducing himself, he asked in a demanding way if I had seen any babies in the pool. (There is a certain demeanor in condominium people who appoint themselves as keepers of the rules.)

I quizzically replied that I had not noticed any children enter the pool while I had been there. He continued sharply that he was not asking about children, but specifically about babies in diapers.

The rules, he stated, prohibit diaper-clad kids in the pool because it was unsanitary. He intoned that they could urinate and contaminate the entire pool making it unusable for everyone.

I thought for a moment about the brochure describing our beautiful swimming pool, and its mammoth capacity of 65,000 gallons.

Surely, total contamination was highly improbable, but I wasn't about to give cause for the conversation to continue. The Condo Commando continued to exhort me to report any violation of this rule, and, if need be, confront the guilty parties immediately.

I replied that, according to the rules, only Directors had enforcement powers. This, I thought, would discourage his fervor in making me a part of this cause he was pursuing.

Never hesitating a moment, he insisted that it was my duty as a unit owner to make sure that the rules were obeyed.

Again my mind wandered for a moment. I could envision myself approaching a violator (who would probably be 20 years my junior if he fathered an infant), and risking an assault, if he became annoyed.

I replied that, without authority, it would be an exercise in futility. Seeing that his commandant status was being challenged, he took the offensive and told me in no uncertain terms that he was "DEPUTIZING" me on the spot, with full authority to carry out his orders.

With this, he did a smoothly executed "about face" and marched away. Here I was, a newcomer to condo life, only six months in residency, and I was already a full-fledged deputy.

P.S. I later learned that my new "Sheriff" was a retired public school principal.

CONDO CAPERS

In Houston, Texas, a condominium owner was put in jail for three days until she agreed to remove her dog from the apartment.

At a large California condominium complex, there was a rash of crime. A woman owner asked the Board of Directors to install more outdoor lighting.

They took no action on her request, so she installed lights herself. The directors said the lights were in violation of the bylaws, and forced her to turn them off.

A short time later, she was attacked and raped outside her apartment. The courts found that the Board of Directors should have foreseen this happening and acted in the owner's interest.

Belatedly, the directors were found personally liable. Hindsight, not foresight, has become the rule instead of the exception in many condos.

Directors who lack experience and ability to competently manage are continually being elected by their "neighbors."

SOUR MILK

Now that the children had grown up, married, and left home, Mom and Dad decided to make a new life for themselves. Each evening they sat before the fireplace and discussed their plans for the future.

If they sold the home they had enjoyed for the past 25 years, where would they go? Another house was out of the question because it was difficult to maintain at this stage of their lives.

The thought of being cooped up in an apartment was another option they both disliked. "What about a condominium?" he asked.

Mother did not know much about them, other than what she had heard from some bridge club acquaintances. They agreed that a condominium seemed to be their best option, so they both could enjoy the good life.

Everything went well with the sale of their home and the purchase of a beautiful condominium. It was the beginning of a dream come true as they moved into a luxurious tenth floor unit.

The view, location, and amenities were everything they had imagined and then some. Like two kids on

a second honeymoon, they shopped for furniture and had dinner by candlelight on their balcony. The children visited with the grandchildren and all reveled in the newfound happiness.

Mom and Dad enjoyed babysitting the grandchildren, and having them stay over a few days at a time was no inconvenience. To make things easier, Dad telephoned the milk delivery service so that plenty always would be available.

The following day, it was sheer pleasure to open the front door and find the milk order waiting safely and fresh in the familiar metal box.

All was sheer joy until lightning struck one day in the form of a letter from the Board of Directors. Dad's heart hadn't raced so fast since the day he received his notice of induction into the U.S. Army. The letter began: YOU ARE HEREBY NOTIFIED. YOU ARE IN VIOLATION OF RULE 5 OF THE DECLARATION OF CONDOMINIUM...THERE SHALL BE NO OBSTRUCTION OF THE COMMON ELEMENTS...WITHOUT THE PRIOR CONSENT OF THE BOARD OF DIRECTORS EXCEPT AS PROVIDED FOR.

In conclusion, the letter advised that a petition, signed by 10 owners residing on their floor, has been received, and that it demanded the removal of the obstruction - the milk box.

Initially, Dad thought this must be some kind of joke his neighbors were playing on him. Like his army induction notice, he soon found out it was all too real.

He tried to imagine which one of his friendly co-owners had the gall to march up and down the hall securing signatures. They all seemed to be normal, intelligent adults like him and his wife.

Letters, phone calls and meetings with the Board's executive committee followed, but to no avail. It appeared neither side would give in, until one day, the villainous milk box disappeared.

Of course, Dad blew his top, and threw a temper tantrum in front of the board that even a nine-year-old would have been proud of. A Director finally admitted that the removal was done under the authority of the executive committee, as was their right.

Now, being a reasonable man, Dad regrouped his forces and wrote a long letter to the board. He pointed out that obstructions, such as floor mats and milk boxes, were prevalent on other floors of the complex, and that these items were as traditional as apple pie and the Chevrolet.

In closing, he threatened unpleasant consequences if his milk box was not returned. When the Board of Directors ignored his pleas, Dad kept his promise.

Although he had turned his manufacturing business over to his son, he still occasionally

stopped by the shop. On his next visit, he ordered three skilled workers to fabricate a special item he had designed.

The outside covering was one-quarter-inch steel plate, including the hinged cover. When finished, a three-eighths-inch hole was drilled through the base and a length of airplane wire was passed through and welded to the inside.

For the piece de resistance he ordered the employees to fill the box with concrete up to the two-foot mark. Needless to say, it took all three of them to deliver the completed, 400-pound masterpiece to the front door of Dad's apartment.

The final touch was applied when Dad passed the steel cable through the door and attached it to an alarm he had prepared. The standoff was now complete. If they want to test the application of Rule 5, it's going to have to be in court.

As the sun fades slowly behind the horizon, the condo mania pot bubbles and boils. Take one sweet grandchild, five pungent directors, and 10 sour neighbors. Stir briskly and watch the fireworks.

As in thousands of condominiums throughout the land, the fun has just begun.

HAIL TO THE CHIEF

Condominiums are described as mini-governments. The easiest cure for boredom is to become involved in their operation. Volunteering to serve on the Board of Directors or on a committee is all it takes.

No previous experience is required, and no apprenticeship must be served. You will be charged with the responsibility of managing and directing the affairs of the condominium.

Just like a big city government, whether you are qualified or competent makes no difference. By the time anyone finds out or realizes what is happening, it will be too late.

You will have the security of a Directors and Officers insurance policy (paid for by the association) to protect you against any personal liability.

There are certain exclusions in the coverage, including misfeasance and malfeasance, which could make you personally liable. But, don't worry. The chances of that happening at a condominium are about as great as living to be 150.

If you are elected to be a Director, you will find that the position carries new-found power, never before imagined. You, along with your fellow Directors can, without vote of the membership,

enter into contracts, buy real estate, hire and fire personnel, and even initiate a lawsuit.

At one Florida condominium, the President of the Board had the condominium attorney file a lawsuit against someone he personally did not like. It was not until 10 months later that the rest of the Board members were told about it.

The lawsuit that was filed against an 86-year-old owner contained the following charges:

- a) He drove his car recklessly.
- b) He took a free newspaper from a condominium lobby.
- c) He refused to allow three people off an elevator (all 135-pounds of him).

Rather than admonish the President for his illegal action, the other Board members quickly voted to make it legal at a cost of \$700** to the owners who were kept in the dark.

**See page 171

It is the age-old political machine at work: "you scratch my back, I'll scratch yours." Or, as they say in some political circles, "Anyone with the experience, knowledge, and ability to run for office is usually smart enough not to."

One condominium President was quoted in the newspapers as saying, "I run my condo democratically and I do not object to anyone disagreeing with me, as long as they do what I tell them to do."

Being a Director brings with it instant recognition, power, and friends. You can tell the maintenance personnel whose backed-up toilet to fix first, or the gardener which trees to trim back so the limbs no longer block a friend's view.

Unit owners know immediately that being a supporter of a Board member can make life a lot better at the condominium. **POWER CORRUPTS...MORE POWER CORRUPTS ABSOLUTELY.**

You, more than anyone, know if you have the background and experience to serve as a Director. Don't be pressured into the job by others who tell you it is easy. If others are to make the decisions, then you will be serving the same purpose Charlie McCarthy did for Edgar Bergen.

It's Your Con-Dough

For most buyers, the acquisition of personal property is either the first or second largest investment they will ever make. Surprisingly, it is treated with the utmost disregard.

New owners take the attitude that they have just joined a social club, and watching their investment is no longer necessary.

The fact is, they have turned over control of their money to a Board that may lack the experience or knowledge to manage it competently.

Just because you have established relationships with your new neighbors is no reason to put aside good judgement. Many condominiums are owned by former, highly-successful businessmen who would have gone bankrupt if they allowed the ineptness that pervades their condominium.

I have often heard the comment, "I play bridge with these people and I trust them implicitly."

Mistake No.1. Protecting your investment is a business decision, not a social one. If you are going to allow yourself to fall prey to this type of thinking, you are almost certainly headed for trouble.

Being a resident in a condominium does require that you give up certain freedoms. The communal lifestyle dictates that, although "a man's home is his castle," he must relinquish certain rights for the good of the majority.

The right to disagree (not be disagreeable) is probably your only method of guarding your investment. Do not be carried along with the crowd in rubber-stamping whatever the Board of Directors recommends.

If you have been sold on the idea that condominium living is a "free lunch," forget it!

Think for a moment. If you had invested the money you paid for your apartment in a business venture, wouldn't you at least visit it frequently to check on it?

Any financial advisor would tell you that it would be a good business practice to follow. Over the past nine years, I have either attended or visited hundreds of condominium Board meetings.

I have found that on the average, only 10 percent of the association membership attends. Of course, some will disagree, blaming the small attendance on the fact that many of the owners are winter visitors.

Sorry, but this excuse does not hold water. During the height of the Florida winter season, attendance showed no noticeable increase.

For most, the "free lunch" theory still applies. The usual rational is "I trust the board, and whatever it does is okay with me." That's just another way of saying, "Don't bother me. I'm here to have a good time."

Do not equate being a good neighbor with good business management. Just because your friend owned a candy store or a supermarket back home is no reason to vote him onto the board.

The average condominium has an operating budget that runs into hundreds of thousands of dollars. Being qualified to manage and direct the judicious expenditure of these funds may be far beyond their ability.

There is a fallacy pervading condominium management that with age comes wisdom. On-the-job training carries with it the potential for diminishing your equity.

Think for a moment. If you lent your new automobile to a friend for a month and he returned it soiled and dented, would you lend it to him a second time?

The condition of your condominium determines its value, just like your automobile. Yet, in some condominiums, the same Directors are elected year after year to mismanage its affairs and decrease the value.

There are some well-run condominiums, but these, in my research, were the exceptions and not the rule. REMEMBER! Being a passenger on an airplane does not mean you are qualified to fly it.

Keep in mind the two aspects of condominium living: social and business. Do not give up your proxy vote or be intimidated into

doing something you do not agree with because your social life may be in jeopardy.

Attend your condominium Board meetings, participate and protect your investment. Condominiums do not go bankrupt. They deteriorate, and lose value.

The "U" in the word condominium is "YOU." Without it, it's not the same.

THE CONDO MERRY-GO-ROUND

In most of the poorly managed condominiums, you will find the following scenario occurring. After an election, when the new Board of Directors takes office, the merry-go-round begins.

The first three months are spent uncovering the mistakes of the previous administration. At the meetings that follow, reports are made detailing why much-needed maintenance wasn't performed. This gives the Board an opportunity to discredit or attack previous Directors whom they did not like.

Once the personality clashes are settled, it is time to advise owners of the great plans they have for the coming year.

The second three months in office find the Board of Directors securing estimates and proposals to get the work done. Much ado is made about hiring competent contractors and not settling for anything less than top quality workmanship.

By the time Board members agree on which work should be done first, summer has rolled around. Since many Directors will be away on trips, all meetings are canceled for the next three months.

In many cases all Board members will be present, but why change an established precedent?

The final three months in office find the Board of Directors arguing over which estimates to approve. If they accept the highest bid, someone will accuse them of taking a kickback!

If they take the lowest bid, some owners might charge them with being penny-wise and pound-foolish. Of course, the alternative would be to satisfy the majority of their constituency.

Whoever heard a condominium owner complain about saving money so that no increase in maintenance is needed? The choice is obvious. Take the lowest estimate for the work.

If, for some strange reason, the work turns out to be shoddy or unsatisfactory, let the next Board worry about it. Condominiums are like a carousel. They go round and round but rarely get anywhere.



Bits and Pieces

Almost every condominium has a few budget watchers who, given the opportunity, can become genuine pains in the butt. Sometimes their petty nickel-and-dime ideas for cutting costs can be foolish.

After taking my afternoon swim, I was holding onto the edge of the pool and resting when I was approached by Mr. Budget. He called down to me, "You don't need a whole swimming pool to soak yourself in."

I looked up at him, curious to learn what else he had to say. He needed no prompting.

"You can do that in your bathtub up in your apartment," he chastised me.

I waited a few seconds to make sure he was through speaking and then loudly replied, "YOU'RE RIGHT, BUT I DON'T PEE IN MY BATHTUB."

The look on his face as he digested my statement was worth a million bucks.

On another occasion, I was carefully obeying the condominium rules by making sure I showered before entering the pool. As I thoroughly wet myself down, Mr. Budget had something to say.

"Why do you have to take such a long shower? Look at all the water you're wasting."

Again I was non-plussed, and patiently waited until he was through. Then I replied firmly, I HEAR YOU NEVER TAKE A SHOWER, SO I'M ONLY USING YOUR SHARE OF THE WATER."

You would think that he would back off, but not these hardcore budget watchers.

At an official Board meeting to discuss upcoming expenditures for the recreation area, the Directors asked for suggestions on how to save funds.

The budget watchers, as pre-planned, presented the following ideas that were adopted:

- 1) Turn off the clubhouse refrigerator.
- 2) Shut off the kitchen hot-water heater.
- 3) Turn off security lights at midnight.
- 4) Close the ladies' sauna. As one flaky owner stated,

"Bi-sexual saunas (he must have meant "co-ed") are very vogue."

These are the types of savings that fuel condominiums on the road to "Slum City."

IS THERE CONDO LIFE AFTER ATTORNEYS?

Some attorneys in South Florida have adopted a saying they revel in: "An attorney who takes a condominium for a client has a fool for a client."

Many have switched their practices from chasing ambulances to wooing condominium Board members for yearly retainers. The perks being offered range from free consultation to drawing up wills gratis to get a foot in the door.

Once the legal clock starts running, the name of the game is to keep billing, billing, billing. It is as if there was a contest between all condominium attorneys to see who can keep the litigation running the longest.

One such attorney openly brags that he has been on one case for 10 years.

He has developed his own particular brand of practicing law, which leaves the client hopelessly entangled in legal mumbo-jumbo he has absolutely no way of understanding.

Most condominium Board members have never had any dealings with an attorney other than for a real estate closing or drawing of a will.

They are the fodder for legal vampires who seize the opportunity to shear these lambs, butcher 'em, barbecue 'em, suck the marrow from their bones, and dump what's left in the garbage.

It doesn't take a genius to figure out that a law firm with a staff of over 70 (and growing) to litigate condominium nonsense must have hit the "mother lode." And this is not an isolated instance that one must look far and wide to confirm.

A law firm that has more than 700 condominium associations on a retainer basis (at \$150 per annum) doesn't fool anyone (but power

hungry Directors) by stating they are practicing for the benefit of all condominium owners.

With over 14,000 cases currently on the docket in Broward County, Florida, it can take up to two years for one to come to trial.

The waiting is bearable, but who can afford the legal clock that continues to run?

Depositions, interrogatories, motions, continuances and whatever else the greedy attorneys can create to perpetuate this money-making pork barrel.

Does the poor, aggrieved condominium owner, who seeks justice through the courts, stand a chance?

Not as much as Daniel did in the lion's den. Owners with vigor, intelligence, courage, and seeking condominium justice are considered nothing more than a challenge to be vanquished by these legal beagles.

Like a human waste disposal that has been hopelessly clogged, the jurisprudence system needs a good acid flush.

Anyone who contemplates entering this legal snake pit should first bear in mind the signpost at the entrance to Hell:

ABANDON HOPE, ALL YE WHO ENTER.

How can a brotherhood of attorneys that now numbers 622,000 expect the system to produce justice by continuing to pervert, prostitute, and pander the law like a barker at a carnival freak show?

As one woe-begotten client remarked on the way to the poor house, "I knew exactly when my lawyer was lying. I could see his lips move."

Don't consider the above as a blanket condemnation of all attorneys, but when was the last time you spoke to someone who would recommend one?

The chance of prevailing in court is no longer measured by the merits of the case, but more realistically, by the hourly rate of the attorneys involved.

How much justice can you afford?

Imagine the long lines of attorneys waiting for their unemployment checks if all pending cases were resolved quickly.

Yes, it is true that the wheels of justice grind slowly, but what other profession do you know where both the winner and the loser can earn the same compensation?

Even the most primitive sport of boxing requires that the winner receive more than the loser. It's called "INCENTIVE."

You can't possibly lay all the blame for incompetence on someone who is only "practicing" law. Or can you?

Bad News...There are 622,000 lawyers.

Good News...Enrollment at law school has declined 11 percent.

Abra Cadabra In Condo Land

Millions of people have spent and will spend their life savings on the purchase of a condominium.

Unfortunately, the majority of these purchasers are senior citizens who are naïve targets of Madison Avenue "Dream Merchants."

Pick up a weekend newspaper in any major city and the real estate section blares its message. Retire to the warm friendly secure haven of your own condominium paradise.

In reality, what many of them end up with is a nightmare that has only one ending - masses of the

tired, retired elderly, held hostage in a “catch 22” drama.

Those with strength waning band together in small groups, begging for relief from a deaf bureaucracy, and hoping beyond hope that a political miracle will deliver absolution.

Why should the elected pariahs respond to a constituency that is destined to become extinct? History has proven that longevity in office is achieved by mediocrity, not ferocity.

The magician amazes audiences by misdirecting their attention to accomplish his wizardry. Political sorcery entangles the hopeful in a maze of laws, statutes, and legislation that effectively stalls their progress to a crawl.

So sits Florida Statute 718, the Mount Everest of condominium madness. It is the unconquerable mountain that neophytes are commanded to climb in a misguided belief that salvation will be found at its peak.

In their last “hurrah” they are trapped in deteriorating properties which are timed to self-destruct because of greedy developers, tax-hungry zoning boards, and political chicanery.

The developers have performed the magic act of the century by misdirecting our attention from the true interpretation of the “word.”

Life at a condominium is like having intercourse with a “condom.” It gives one the feeling of safety and security, while getting screwed. The “inium” is what fooled all of us.

Sticky Fingers

It’s not the first time and it certainly won’t be the last. A Dade County, Florida condominium treasury was looted by a “neighbor” the owners trusted implicitly for four years.

It seems the owners were too busy to become involved in the day-to-day management of the complex affairs, until the electric company showed up to turn off the power. Then, the garbage, sewer, water, and pool service companies threatened to discontinue service until the past due bills were paid.

That prompted owners to immediately search out the condominium President for some needed answers. The only problem was that he was in Puerto Rico, and had no intention of returning.

A quick review of the books and records revealed that \$47,000 was missing.

It seems that monies being collected for the repair of the condominium sea wall were being diverted. It wasn't difficult at all for the "volunteer" president to help himself to the special project funds.

He simply opened a phantom corporate account and siphoned off the \$47,000. He used the money to buy out a partner in a jointly-owned restaurant. His plan was to replace the ill-gotten funds from profits he anticipated as sole owner.

It all fell apart when business got worse instead of better. An emergency meeting was held by unit owners to forestall liens being placed on all their units.

Each apartment owner was immediately assessed \$2,200 to reimburse the bankrupt condominium treasury. Some of the bills had been delinquent for over six months.

As in many condominiums, lack of interest and attendance at meetings allowed the theft to go undetected. Most residents now agree that they should have paid more attention to the complex management.

The mistaken belief that electing a Board of Directors absolved owners from participating is a common condominium failing. Not requiring a

certified financial audit, not bonding the Board members, and neglecting to monitor their actions was costly to all owners.

One 73-year-old resident lamented, "I was very, very badly hurt by this. I had to take out a loan. How could a friend do something like this?"

One of the owners commented that he hoped other condominiums would learn from this mistake. "The only good thing to come out of all our suffering is that maybe others, if they're warned that this can happen to them, won't have to suffer as we have," he said.

Judging by the miniscule attendance at many other condominium Board meetings since this happened in 1982, it appears not much has changed.

If you cannot separate friendship from competent management of condominium affairs, then be prepared to pay the penalty of your own making.

SAWED BOARD

For 12 years the owners, guests, and grandchildren enjoyed the condominium's huge swimming pool. When the apartments were first being marketed, the developer enlisted former Olympic champion, Johnny Weissmuller, as resident greeter.

New owners enjoyed the prestige of watching and swimming with the star of "Tarzan" movies.

All during those years, no major accidents had occurred with swimmers or divers. One day, while I was at poolside, I observed a shouting match between an owner and a resident's grandchild. He was a college student who was living with his grandparents while attending school. It seems that his numerous dives had annoyed this owner and he demanded that they stop.

The young man could see no reason why he should and replied so. The two were joined by the chairman of the recreation committee, who loudly proclaimed that if he did not stop immediately, he would have the diving board removed.

As tempers cooled, the verbal confrontation ended and all parties withdrew.

Like many Floridians, I enjoyed getting my swimming done in the morning before the sun became unbearable. On one such day, as I approached the pool, I heard the sound of something being sawed.

As I rounded the corner of the clubhouse, I saw a group of men gathered by the diving board. One of them was crouched down at the rear of the board sawing the rusted bolts off while the others watched.

Here was an instant replay of the miniature golf scenario. At all the meetings I had attended, no discussion or vote had ever been taken for the diving board's removal.

My strong objection to this obvious illegal removal of a common element was totally ignored. When I refused to be put off, the Directors advised that it had been removed on advice of their insurance carrier. A request to see the purported letter they had referred to was never answered.

They later stated that it was broken and beyond repair. If this was the case, then why wasn't it replaced?

For some time, I had attended all meetings, put my requests to the Board in writing, volunteered to serve on committees, submitted my name as a candidate for condominium office, and requested binding arbitration.

On two occasions, I offered the recreation committee interest-free loans of \$2,000 to make repairs. These were rejected, even though there was a deficit in the treasury.

Finally, after exhausting every possible avenue I could to protect my equity, I retained an attorney.

The ping-pong table is gone. The ladies' sauna is closed. The golf putting green has been buried. The diving board has been removed, and maintenance in the recreation area is badly neglected.

The sea wall adjacent to the pool is losing subsoil, causing cracks in the concrete decking. Swimming safely at night is no longer possible since the underwater pool lights don't work.

Because of numerous problems with the pool heater, owners and guests couldn't swim during cool weather. The common denominator at all meetings was the lack of money to do the many needed repairs.

I left one meeting totally exasperated when dissident owners rejected a onetime \$8 assessment to fund this work. Not only did they object, but launched into catcalls and threats of removing the committee members via petition.

There was plenty happening outside those meetings, as more and more owners took matters into their own hands. Since I had been identified as a "troublemaker," they embarked on a personal vendetta to chase me out.

So as not to glorify their childish antics, I will only list and not expand upon the annoyances they employed:

Telephone calls at 3 A.M.

Nasty, unsigned letters.

Book and magazine orders mailed in my name.

Attempt made to sink my boat.

Elevator locked on top floor when I approached building.

Take His Money!

While attending and participating in condominium meetings, I was still searching for other ways to get repairs made.

The Florida Division of Land Sales and Condominiums was contacted for help in enforcing the State statutes. The agency's lack of enforcement powers made progress minimal.

January 5, 1982

Board of Directors
River Shores Assoc. Inc.
Oakland Park, FLA. 33334

Gentlemen,

AT THE REGULAR MONTHLY BOARD MEETING HELD JANUARY 4, 1982 AT THE RIVER BEND CLUBHOUSE, THE SECRETARY INFORMED UNIT OWNERS THAT THE FLOOD INSURANCE COVERING CERTAIN AREAS OF THE RECREATION FACILITY COULD NOT BE PAID ON TIME BECAUSE OF INSUFFICIENT FUNDS IN THE CLUB TREASURY, THE SECRETARY ALSO ADVISED THAT A THIRTY DAY GRACE PERIOD FOR PAYMENT OF THIS INSURANCE PERIOD HAD BEGUN ON JANUARY 3, 1982.

AT PREVIOUS MEETINGS OF THE RIVER BEND CLUB COMMITTEE IT WAS ACKNOWLEDGED THAT LONG TIME NEGLECT OF THIS FACILITY HAD NECESITATED IMMEDIATE UNFORESEEN MAJOR EXPENSES. ALTHOUGH COMMITTEE MEMBERS HAVE KNOWN FOR SOME TIME THAT FUNDS WERE SORELY NEEDED, NO OFFICIAL STEPS FOR SECURING THEM HAS BEEN INITIATED.

IN THE DECLARATION OF CONDOMINIUM DOCUMENTS (RIVER TERRACE COPY) ON PAGE 48 (4) PLEASE NOTE: LESSEE HEREBY CONVENANTS AND AGREES WITH LESSOR THAT IT WILL ACT AT ALL TIMES DURING THE TERM OF THIS LEASE, KEEP INSURED ANY AND ALL BUILDINGS OR IMPROVEMENT NOW LOCATED OR WHICH MAY HEREAFTER BE BUILT UPON OR PLACED UPON THE DEMISED PREMISES, WITH GOOD AND RESPONSIBLE INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN THE STATE OF FLA....ETC. ETC.

ALSO NOTE UNDER "AGREEMENT" (RIVER TERRACE CONDO PAGE 66 (4)). THE PARTIES FURTHER ACKNOWLEDGE THAT A SEPARATE BANK ACCOUNT SHALL BE SET UP UNDER THE NAME RIVER BEND CLUB AND ALL MONEY WILL BE DEPOSITED TO THIS ACCOUNT AND ALL EXPENSES PAID FROM THIS ACCOUNT. ANYTIME THAT THERE APPEARS TO BE A DEFICIT OR SURPLUS IN THE RIVER BEND CLUB ACCOUNT, THE RIVER BEND COMMITTEE SHALL ADJUST THE BUDGET AS NECESSARY AND SHALL INCREASE OR DECREASE THE MONTHLY PAYMENTS CHARGED TO EACH OF THE THREE CONDOMINIUM ENTITIES.

IN VIEW OF THE CONSEQUENCES FACING ALL THE UNIT OWNERS UNDER VARIOUS DEFAULT CLAUSES IN THESE DOCUMENTS, PLEASE BE ADVISED OF THE FOLLOWING.

A) MR. VICO CONFINO, UNIT OWNER AT RIVER SHORES INC. AND RIVER TERRACE INC., OFFERS THE RIVER BEND CLUB COMMITTEE IMMEDIATE LOAN OF \$2,000 (TWO THOUSAND DOLLARS) TO BE USED FOR THE PAYMENT OF ANY AND ALL EXPENSES DUE UNDER THE LEGAL RECREATIONAL COMPLEX LEASE TO AVOID DEFAULT.

B) THIS LOAN IS OFFERED AT "0"(ZERO) INTEREST FOR A PERIOD OF TWELVE MONTHS.

IT IS REQUESTED THAT THE RIVER BEND CLUB COMMITTEE AND OR THE RIVER SHORES ASSOCIATION INC. RESPOND TO THIS OFFER IN WRITING AS TO THEIR ACCEPTANCE OR REJECTION.

RESPECTFULLY,

MR. CONFINO
UNIT OWNER
RIVER SHORES INC.
RIVER TERRACE INC.

Someone brought to my attention a no-cost Citizen Dispute Settlement program, funded by the County. It is a free voluntary arbitration service established to negate costly litigation.

Since representatives from only two of the three condominium buildings sharing the recreational facilities agreed to attend, the attempt to resolve the dispute fell by the wayside. Having exhausted every avenue of compromise in dealing with the various boards of Directors; I decided to try a simpler solution.

On January 5, 1982 (Shown on previous page) I offered, in writing to lend the three associations \$2,000 so that repairs could commence immediately. To make my offer even more palatable, I specified it would be an interest-free loan.

Vico Confino

3050 N.E. 16 Avenue, Ft. Lauderdale, FL 33334

June 4, 1982

Mr. M. Ma-----
River Bend Club Committee
3010 N.E. 16th Avenue
Oakland Park, FL 33334

Dear Mr. Ma-----:

At the recent River Bend Club Committee meeting on June 3, 1982, it was brought to the attention of the unit owners in attendance that the River Bend Club committee was operating at a deficit. Had it not been for the River Bend Association prepaying their assessment to the River Bend Club, the club treasury would have a minus balance.

You had discussed certain primary maintenance repairs that you considered of paramount importance, namely the electrical work in the pump house, excessive water usage (from 5,000 gallons per month to 50,000) and the security lighting of the pool area.

As a concerned unit owner I believe the aforementioned items are in need of immediate attention, and in light of the lack of funds, I offer the following to your committee:

A) The immediate loan of \$2,000 (interest free) for the unrestricted use of the River Bend Club Committee.

B) To be repaid at the end of one year with ZERO (0) interest

A response by the River Bend Club Committee to this proposal, in writing, is appreciated.

Sincerely,

V. Confino
Apt. #602
River Terrace

Although the minutes of numerous previous meetings are replete with statements of the deteriorating common elements and the lack of funds, my offer was refused.

Again, I went back to the drawing board in an attempt to find some way to stop the lack of maintenance from eroding the value of my investment.

I volunteered to serve both as a Director and a committee member in place of a Board member who had just resigned. Time and time again, those in control rejected my services. When the next elected Board took office, I again volunteered to serve and was refused again.

On June 4, 1982, (Shown on previous page) with conditions continuing to deteriorate at the

recreational facilities, I again offered to lend \$2,000, without interest.

On this occasion, it was done at an owners' meeting and a comment from the crowd made me chuckle. One of the owners shouted out, "Why don't you take his money, put it in the bank for a year and get the interest. Then give it back to him."

I recall thinking at the time, "That's the only guy in the place using his brain."

Needless to say, my offer was not even taken under consideration, and was refused immediately.

There are numerous ways a condominium owner can protect his valued investment. The following are a few that I pursued with little success.

The Florida Division of Land Sales and Condominiums is considered by many to be the governing authority over all associations.

In my experience and opinion, I found this agency to be totally lacking in commitment and desire to resolve disputes between owners and boards.

By its own admission, it lacks the necessary power to enforce any penalties invoked. The meetings, phone conversations, and exchange of letters between myself and this division were nothing more than an exercise in futility and frustration.

The Citizen Dispute Settlement program is a voluntary, no-cost arbitration service. Although I understand its motives and sincerity, its value to the community is severely limited because it requires both parties to appear voluntarily.

It is common knowledge among activist owners that a majority of disputes that do end up in the courts could be eliminated by MANDATORY ARBITRATION.

Of course, its implementation has been fought by a segment of our legal system that sees it as a threat to their livelihood.

Failing to establish some lines of communication by use of the aforementioned services leaves the aggrieved owner only one recourse if he wishes to proceed.

Retaining an attorney is akin to declaring World War III at a condominium. Each side seeks to recruit support for its position by dividing owners into warring factions. All lines of communication are usually severed as the attorneys become high-priced mercenaries.

If a reasonable agreement cannot be negotiated by them, litigation is the next plateau. Keep in mind, once owners have been divided, personalities rather than good judgement take charge.

No matter what avenue has been taken to resolve the differences, the negative side-effects on future harmony at the complex will be long lasting.

The final and most destructive method of settling disputes is probably the most popular. Withdrawing from participation in the condominium management by not attending meetings serves two purposes:

- 1) It isolates the owner from any knowledge he may need to protect his equity.
- 2) It gives the Board members clear sailing to do whatever they desire without owner input.

Most Directors consider lack of owner attendance a vote of confidence in their administration of condominium affairs. Just the mere sight of owners attending meetings is sometimes enough to keep anarchy from spreading.

Please keep in mind that under the Florida statutes governing condominiums, the associations are required to hold only two meetings a year:

- 1) Budget
- 2) Elections.

The Board of Directors is elected to manage and direct the affairs of the condominium. When its members choose to pervert this authority by ignoring democratic process, they set in motion a wave of discontent that will eventually destroy the communal lifestyle.

DECLARATIONS , BYLAWS , RULES

Although you are legally bound by the condominium declarations, it is strongly recommended that you secure copies of the bylaws, amended bylaws, and condominium house rules in advance. They may contain restrictions that could affect your lifestyle. Read them very carefully before closing.

RECREATION LEASES

When condominiums were first established, many developers sold the apartments, but retained ownership of the recreation facilities, and leased them to the unit owners for 99 years.

Many buyers were, and still are, obligated to escalating payments for the use of these facilities.

Your best protection is to ask if there is a lease on the property. Does it have any escalation clause? What are your current and long-term financial obligations?

If you have any doubts about your obligations, get a written opinion from an attorney experienced in condominium law. Buy in haste, repent in leisure.

BUDGET

Request a copy of the previous year's budget as well as the current one. This will tell you what the monthly maintenance payments will be. It also will indicate whether the Association has established a reserve fund for future repair.

Check the amount paid for legal services and general repairs. One condominium has so many lawsuits going, the owners call it "Sue City." If either amount appears exorbitant ask why.

A warning light also should come on if a significant sum has been designated for "miscellaneous." It is YOUR money that is being spent and you should care.

LIENS, TAXES, MAINTENANCE

If you are retaining an attorney to consummate the purchase, be sure that no liens are on file against the property and that all taxes are paid.

Check to be sure that there is no maintenance or special assessments due or in arrears. DO NOT take for granted that the attorney has taken care of it. Have them pointed out to you at closing.

Should you elect to handle the purchase without a lawyer, be sure YOU have checked LIENS, TAXES, ASSESSMENTS, ETC. A clear title to the property is your only guarantee that your money is safe. Verbal promises don't go. Get it in writing.

TENNIS LOVE

There are various amenities at a condominium that not only serve as a place to exercise but also as a status center.

None fills the bill more than the painted green clay rectangle across which a net has been stretched - the tennis court.

The crucial word is not the name of the game, but the word COURT, that takes on a significant meaning.

It is here, at prescribed times, that a gathering of individuals seeking peer approval, get together to hold "court." You are judged, not on your caliber of play, but foremost on your wearing apparel and ability to achieve anonymity in the pecking order.

The "group" or "club," as its civilized members prefer to be called, sees the tennis court as its personal domain from which power flows.

If reservations are necessary, it is always the members of the "club" who receive the best time to play. When just about any decision regarding the operation or maintenance of this amenity is made, the "club" supercedes Directors as the final word.

This is all loosely interpreted as maintaining harmony at the condominium for the benefit of all. Who or what constitutes the "all" is never really defined.

Once sides have been drawn, allegiance promised, and loyalty sworn, this amenity ceases to be a common element. Hereafter, it functions as a private fiefdom.

There is the tennis tournament, tennis dinner, tennis auction, and tennis committee which all serve to reinforce the solidarity of the privileged few who are its members.

Should a dissident owner protest the unfairness of not being allowed to invite friends to play, the "club" will fashion a rule to abrogate the complaint.

More often than not, only members know when a tournament will be held so participation by outsiders is naturally limited. If, by chance, too

many show up on tournament day, the "members only" rule can be invoked.

In natural progression, the tennis dinner follows so that trophies can be awarded to the winners. Those lowest in the pecking order are usually the weaker players, and hence, must pay homage to their peers.

To raise funds for these various functions, there follows the tennis auction. It is here, as in all the activities, that common elements are used to benefit the privileged few.

Monies garnered from the sale of the donated merchandise are retained in a private slush fund. The generosity of the tennis committee, in distributing these funds to budget-poor boards of Directors, serves only to reinforce its reason for existing.

Once the tennis circle has been ushered into existence, a legitimate part of condominium lifestyle - the "all" - is soon forgotten.

SPEAK NO EVIL HEAR NO EVIL

A luxury oceanfront condominium has declined to accept a purchase application from a buyer who is handicapped by loss of speech and hearing.

The condominium President stated in the newsletter: We have a legal as well as moral obligation to refrain from discrimination, not only against (buyer) but equally against the members of our association, specifically, the more than 500 residents of our building.

"As the duly-elected officials of our building, we are charged with the direct responsibility for the safe and proper operation of the building as set forth not only in the extensive provisions of Chapter

718, on condominiums in the Florida Code, but in our Declaration of Condominium as well.

"Thus, our Association has an inescapable legal and moral obligation to refrain from any action which could seriously jeopardize the safety and welfare of our building's residents."

A hearing was scheduled in the Human Relations Division which rules on discrimination issue. Preparing the owners for what may follow if there is an adverse decision, he states, "The verdict can be appealed by either party in the courts."

Note: Street-wise people call that statement 'priming the mark.' It seems to me that the buyer can't speak or hear and the condo directors can't see.

In another message in the condominium paper that he edits, he said, "I'm probably greatly prejudiced, but the residents of this condominium could easily qualify as an outstanding example of condominium living at its best."

According to Webster's Dictionary, PREJUDICE is an adverse opinion or judgment formed beforehand or without full knowledge or complete examination of the facts, irrational hatred, or suspicion of a specific group.

THE GOOD OLD DAYS

In the early 1920's, people came to Florida in search of new riches. Many have made it, but thousands had their dreams shattered and lost their life savings.

One who acquired his in a most unusual and creative way did it as follows.

During the land-boom years, he placed advertisements in newspapers all over the country. He stated in bold print, "HOW TO MAKE A SMALL FORTUNE IN FLORIDA." Send one dollar.

Hundreds and thousands of get-rich-quick speculators sent him their money. What they received in response to "how to make a small fortune in Florida" was a crisp white sheet of paper with bold printing, COME HERE WITH A BIG ONE!

Many did, and found out he was right. Over 60 years have passed and as P. T. Barnum said, "There's one born every minute."

Now the advertisements seen in papers all over the country state, "COME TO FLORIDA AND INVEST IN A CONDOMINIUM." Hurry, there's still time to make a "small fortune."

CONDO HUMOR

Which word does not fit and why?

- | | |
|-------------|----------------|
| 1) diarrhea | 3) gonorrhea |
| 2) pyorrhea | 4) condominium |

ANSWER: Condominium

WHY?..... Because you can get rid of the first three.

A patient about to undergo surgery for a brain transplant was asked to choose his replacement.

The first was the brain of an engineer that was priced at \$10,000. The second was the brain of a scientist that was priced at \$25,000. The third was from a departed condominium President who had held office for 10 years. Its price was \$50,000.

The patient asked the surgeon if the price was so high because of all of the wisdom the brain had accumulated.

No the surgeon responded, it was \$50,000 because it had never been used.

300 to 1 The Odds Are Even

The attorney I retained suggested that we first make our demands about the poorly-maintained recreational facilities in letter form. On September 23, 1981, a letter enumerating the various items in dispute was mailed to the Boards of Directors of the three condominium buildings and the recreation committee. One week later, a reply from the attorney representing the associations was received.

Their position was not to respond until they were given the names of all unit owners participating in the complaint. It was obvious that this was an attempt to intimidate and discourage dissatisfied owners from pursuing the matter.

Since the identities were not germane to the issue, I advised our attorney not to make them public. To gain its unquestioned rule over the apathetic owners, it was necessary that the "clique" spread rumors to benefit its aims.

Because of one of these falsehoods, it was generally believed that the developer of the recreation area was bankrupt. It also was stated at Board meetings and entered into the minutes that the developer (and owner/lessor) was dead. Anyone who disagreed with the ruling "hierachey" would meet a dead end if he sought a higher authority to voice a complaint.

The Board's standard answer was: "If you're not happy with the way things are run, move out." Although many previous owners had thrown in the towel, this response only bolstered my determination to continue.

Perhaps others didn't mind having their intelligence insulted, but I did. By researching the records in two counties, I discovered that there had

never been a bankruptcy. This led me to believe that the story about the owner also was a fabrication.

An extensive and time-consuming review of thousands of documents revealed the truth. The corporate developer was still in business and the developer's son was alive and well in Detroit, Michigan.

As rumors were dispelled, I gained some support from owners who were wavering as loyal party members. They would pass along little bits of information that, when added together, became extremely important.

Andrews, Voorheis, Lehrer and Baggett

Attorney at Law
19 Southeast Third Avenue
Fort Lauderdale, Florida 33301
Telephone (305) 764-7117

James E. Andrews (1922-1975)
Victor J. Voorheis, Jr.
Thomas H. Lehrer
G. Laurence Baggett
Glenn R. Mee
Robert L. King

OF COUNSEL

EMORY S. KATES

September 23, 1981

River Bend Club
c/o S. P---
3010 N.E. 16th Avenue
Fort Lauderdale, FL 33334

Re: Improvement and Maintenance of recreational facilities

Gentlemen:

We have been contacted by a group of unit owners who reside in River Shores Condominium, River Terrace Condominium, and River Bend Condominium, regarding actions taken by the Operating Committee of River Bend Club. The Operating Committee has taken it upon themselves to remove items of common property and prohibit the use of parts of the common areas and permit the proper access to the financial records of River Bend Club. In particular, the parties have complained about the following:

1. The diving board was removed and not replaced.
2. The golf putting green was eliminated.
3. The ladies sauna never heats up.
4. The ping-pong table was given away.
5. The kitchen in the recreational hall has been locked and is not available to use by the residents, although a few privileged residents do have keys to it.
6. They are going to be making a major modification of the club house by enclosing the west end of it.

7. They have failed to make the proper repairs including the repair of the under water pool lights and the pool coping.
8. They have refused to allow access to the financial records of the River Bend Club room addition fund to requesting owners.

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9/28/81

None of the above actions were taken by vote of the owners of the condominiums which are responsible for the expenses of the River Bend Club and which are entitled to use the facilities thereof.

Please be advised, that pursuant to the Florida Condominium Statutes, these actions may not be taken by the operating committee. Florida Statue 718.113, a copy of which is enclosed for your information, provides that there shall be no material alterations or substantial additions to the common elements except in a manner provided in the Declaration. Since the operating committee has no authority provided in the Declaration to make any additions or alterations, such changes must be made instead by the vote of the unit owners of the condominium associations. Therefore, we are hereby making formal demand that the operating committee replace the items which they removed or eliminated, that is, the diving board, the ping-pong table, and the golf putting green, and that they refrain from making the proposed changes to the clubhouse until this matter has been presented to the owners and voted upon.

In addition, we are demanding that the kitchen in the clubhouse be open for the convenience of the owners. In your discretion, you may either leave the facilities open or provide a master key to the owners so that they can get in to use the facility.

Also, as provided in Section 5 of the lease of the recreational areas, the committee "shall maintain" the recreational facilities. Thus, it is a violation of the fiduciary duties of the members of the committee to not properly maintain these facilities. We must insist that the repairs noted above be made at the earliest possible time.

Finally, we must insist that all financial records of the operating committee be open to the owners upon their reasonable request and that whatever funds are in the possession of the committee but are not part of the actual operating budget be remitted to the condominium associations, proportionately, for their retention until such time as the improvements are either approved or disapproved by the owners.

Obviously, since all owners share the expenses of the association, it is not the purpose of my clients to engage in lengthy litigation with the associations. They are hoping that, by bringing these matters to light, the members of the operating committee and the boards of directors will realize that their actions are not permitted and will take the appropriate steps to correct these items. Nevertheless, they are prepared to enforce their rights in court if needed and will include a demand for attorneys' fee as provided for in Section 718.303 of the Florida Statutes.

ANDREWS, VOORHEIS, LEHRER AND BAGGETT

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9/23/81

We would appreciate your reviewing these items at your earliest convenience and getting back to us within the next 20 days. Should you have any questions or need any additional information, please feel free to contact the undersigned.

Very truly yours,

Robert L. King

RLK: clu

Cc: Board of Directors, River Bend Condominium Assn.
Board of Directors, River Shores Condominium Assn.
Board of Directors, River Terrace Condominium Assn.

It seemed that some "clique" members were trying to purchase the lease for the recreation area for themselves. One of them had already made a trip to the owner's headquarters in Michigan and was planning another visit shortly.

If this happened, I knew that the recreation amenities would be under absolute dictatorial control. Since this was a situation that required immediate action, I advised my attorney to contact the owner as soon as possible.

After some months of exchange of correspondence between the Owner and my attorney, I decided it was time to take the bull by the horns. I telephoned the Detroit headquarters and began negotiations to consummate a purchase.

On May 10, 1982, I received a commitment to sell me the property, including the clubhouse and facilities in the condominiums' recreation lease.

Knowing that time was of the essence, I hand-delivered a check for \$1,000 to my attorney's office, with instructions that it be dispatched, post haste.

This was a good-faith deposit tendered until the sale documents could be completed. The tension mounted as I waited for the deal to be closed. If the "clique" got wind of what was about to happen, I was sure something would be done to upset the apple cart.

On September 8, 1982, the deed I had so anxiously awaited arrived. Although my attorney had grave doubts that I could complete the purchase, it was now history.

I demanded that he send his secretary to the county clerk's office to register the deed

immediately. This was no time to relax and suffer possible eternal hindsight.

With the transaction signed, sealed, and delivered, I asked my attorney what he thought of my purchase. His answer will never be forgotten.

"You've pulled off the condo coup of the century," he said.

Now, after five long years of fighting a retreating offensive, I was in the driver's seat.

A Board of Directors' meeting was to be held that night at the clubhouse. I made a written request to be allowed to speak at its conclusion.

Keep in mind that none of the directors or owners was aware that the recreation area had a new owner. Word spread quickly that I was going to make a speech, and instead of the usual 20 or so in attendance, over 100 owners showed up.

It was ironic that so many people who professed to dislike me always showed up at meetings when they found out I was going to speak.

At the end of the meeting, I dutifully raised my hand and asked permission to make a statement. The following is the prepared announcement that was read on that fateful night:

"Since 1976, I've endeavored to protect my investment at this complex by utilizing the various means available to all unit owners - writing letters to the Board and attending Board and committee meetings."

"It has been frustrating at times to see this investment jeopardized by deteriorating facilities due to lack of preventive maintenance, lack of pride in ownership, and lack of interest by a majority of owners."

"It would have been very easy for me not to attend meetings, not to spend hours reading years of minutes to find out what was going on around here, and not to speak out for what I felt was right."

"That would have been the easy way, but as you know, I didn't take that course. Well, more than five years have passed, and I really can't say that any noticeable improvement has been made."

"Although no lawsuit was ever filed, even the potential expense to all unit owners has fallen on deaf ears to correct the admitted problems."

"At this time, I would like to inform those present, as well as the River Bend Club committee, and the various Boards of Directors, that I am making a formal demand that they carry out the provisions of the recreational lease in maintaining this facility as provided for in the declaration agreement."

"I make this demand not only as a unit owner, but more importantly for your edification, and I'm sorry there are not more unit owners here, as the new owner and lessor of the River Bend Club property."

"My corporation has purchased the land lease that this club sits on. Thank you very much."

It is difficult to describe the deafening silence that followed. The worst thing that they could ever imagine happening has occurred.

"He is the new owner," one shouted. Another said, "He isn't the owner." "He's bluffing," called out another.

The condominium President regained control of the meeting and advised that the matter would be placed in the hands of the associations' attorney.

To make the notification official, I hand-delivered a letter of notification and demand to each Board President.

They were advised that, as the new owner, I expected repairs to commence immediately. As is customary in these matters, they were given 20 days to respond with their intentions.

I left on a month's vacation the following day, and didn't find out until I returned that they had no intention of recognizing me as landlord.

On November 10, 1982, my lawsuit against the condominiums was filed and their countersuit also was initiated.

A copy of the Miami Herald news story appears on the following page:

'CONDO COUP' SPARKS BROWARD COURT FIGHT

Vico Confino just didn't like the way leaders of his Oakland Park condominium ran its recreation area.

He played Ping-Pong with his son there until the recreation committee gave the table away without warning. The noise bothered the retirees, said Confino, 51.

The committee didn't like people diving into the swimming pool because they splashed women's hairdos, he said. Members took a hacksaw to the diving board and carted it away, he said.

The committee covered the putting green with the mound of earth. It refused to fix the women's sauna. Now Confino worries that the swimming pool might cave in.

For five years, Confino pleaded for action. He wrote letters. He attended meetings. He complained to the state.

Finally, he pulled what he likes to call the "condo coup of the century." He found the developer in Detroit and bought the recreation area outright for \$7,000.

Confino now owns the tennis court, the swimming pool, part of the river walk, the dock and the clubhouse. He can study the whole place from his terrace.

The 99-year lease requires the 300 unit owners of River Shores, River Bend and River Terrace condominiums to maintain those facilities even though he owns them. The recreation committee has done no major repairs, he said.

Confino loves to play the tape of the night he told the committee the news. After his announcement, the tape degenerates into minute after minute of utter confusion.

Confino, a former furniture manufacturer who now works in public relations part time, savors the moment.

To help sales, the developer had permanently waived monthly recreation fees for unit owners. Residents aren't accustomed to large maintenance fee increases of assessments.

Increased Leverage

While the condominium's recreation lease wasn't changed by the transaction, Confino's attorneys say the deal gives him increased leverage to compel the associations to make repairs.

"I tried by an educational process to bring (the directors) up to my level," Confino said. "It didn't work. I'm trying to prevent the property from sliding into the river."

He promptly took the condominium leaders to court, demanding they provide better maintenance or they would be in violation of the lease — his lease. The case goes before a Broward circuit judge next month.

"It's definitely a little out of the ordinary," said Confino attorney Beth Linzner. "Usually the big battles over recreational facilities are with the developers, not with someone who lives there. He's in a stronger position as the lessor."

But Confino did more than shock his unsuspecting neighbors. He surprised everyone. Broward condominium lawyers say no unit owner has ever purchased a recreational lease at his own condo before.

Called Eccentric

The condo officers refused to discuss the case, but their attorney expressed outrage.

"I'm guessing this was his way of getting even with them by becoming a boss," said Ed Rumin, the condominium attorney. "He's eccentric, and he's apparently accustomed to getting his own way."

Rumin plans to try to get the purchase overturned in court, claiming the developer broke state law by not offering the sale to the condo associations first. They plan to buy the recreation area for themselves if they can.

"We're willing to buy it because we found out what a pain in the lower extremities he is," Rumin said of Confino.

Confino insists the associations were offered the recreation area deed for \$2,000 about five years ago, but turned it down.

Whatever happens legally, something will have to be done about the pool and seawall. Confino and his lawyers say the pool deck might collapse from the same erosion that threatens the riverfront seawall. An estimate for Confino put the price for repairs at more than \$100,000.

This committee plans to spend about \$6,500 for repairs this year.

Relentless Criticism

Confino has been interested in condo affairs since he moved into River Terrace in 1975. He also owns a unit in River Shores. But for most of those years, The River Bend Club recreation committee and the River Terrace directors didn't listen.

They didn't like Confino because of his relentless criticisms. They didn't like the way he sat attentively at their meetings, his tape recorder rolling. Some labeled him a troublemaker.

Confino's neighbors had some gripes with him, too. The board sued him for painting the walls of his sixth-floor terrace a bright green that didn't match the others. They berated him for installing an ornamental screen door without permission.

But Confino refused to give up. He accumulated "evidence" in the form of hundreds of tapes and documents and photos. He studied statute books. He hired lawyers. Twice he even offered the recreation committee interest-free, \$2,000 loans to fix the pool area. The committee said no.

"I have dug to the very core of this thing," Confino said. "I know the Florida statutes by heart. If a lesson can be learned from this heartache and tribulation, then it's worth it."

It also could be worth it from a financial standpoint, he thinks.

Confino said the market value of his recreation area is now \$200,000. The land won't be unencumbered until the lease runs out in another 85 years, but it might be worth something for a lucky grandchild of someone he sells it to.

"I'd have to be crazy to turn down a property like this for \$7,000," he said. "Even if I offered 300 unit owners a rec lease free and clear for \$50 apiece, how much money would I have?"

*Reprinted from The Miami Herald,
Sunday, Dec. 12, 1982*

It was clear that a negotiated settlement was now out of the question. While the attorneys for both sides jockeyed back and forth with legal maneuvers, the days, weeks and months flew by.

The majority of resident owners did not know that a lawsuit was in progress, nor were they aware of the ramifications of mounting legal fees. It was as if the directors considered this a private affair that unit owners should be kept in the dark about.

Even a second opinion by an attorney whom the owners had dealt with for many years failed to convince them of their slim chance in prevailing.

Again the "clique" employed the ever-popular use of rumors to rally support for their cause. Owners were told that I was going to take the amenities away from them, that I was going to make it a private club, and that I would charge them a membership fee.

Although there was absolutely no truth in what was being said, it achieved the desired effect. Whenever doubt was raised as to their potential success in the legal action, a more frightening rumor was released.

"He's going to put a fence around the pool and clubhouse to keep the owners out," they circulated.

It was a study in human psychology to see how easily the more than 300 owners could be manipulated. As the most feared and hated activist in the history of mankind, Adolph Hitler, once said, "If you wish the sympathy of the broad masses, then you must tell them the crudest and most foolish things."

Even the media that had been reporting the court proceedings were easily neutralized by the tunnel-vision condominium leadership. Any report that adversely affected their position was met by the reply that I was paying the newspapers and television stations to slant things in my favor.

They even went so far as to rally a group of owners to telephone a local television station and demand, under threat of boycott, that no further reporting on the case be shown.

As each of the condominiums' lawsuits lost ground in the courts, the pressure shifted to harassing me personally. It was no longer a legal confrontation, but a personal vendetta to vent their anger.

Rather than sit down to an open invitation I had made to mediate the dispute, they resorted to juvenile pranks. Telephoning me at 3 a.m. and hanging up was their primary annoyance. To counter this nonsense, I installed an answering machine that negated my being awakened.

Sending in magazine subscription cards in my name became another petty nuisance. Making the postman carry boxes of unordered books to my door only annoyed the post office.

Vico Confino

3050 N.E. 16 Avenue, Ft. Lauderdale, FL 33334

To Whom It May Concern:

BE ADVISED THAT BECAUSE OF MY INVOLVEMENT IN ON GOING LITIGATION, CERTAIN UNKNOWN INDIVIDUALS HAVE ILLEGALLY AND WITHOUT MY CONSENT ENTERED SUBSCRIPTIONS, GIFT ORDERS, BOOKS IN MY NAME AS HARASSMENT. I STAND READY TO CO-OPERATE WITH YOU IN PROSECUTING TO THE FULLEST EXTENT THE LAW ALLOWS, ANY INDIVIDUALS YOU MAY APPREHEND.

RESPECTFULLY,

MR. VICO CONFINO

Dear Subscriber:

Your letter requesting the
cancellation of your NEWSWEEK
subscription will have our

immediate attention, but there
may be a short delay before the
cancellation becomes effective.
You can be certain your wishes
are being followed.

Cordially,

Subscribers' Service

RE FRAUD GIFT ORDER

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Robert L. King

OF COUNSEL

EMORY S. KATES

August 5, 1982

Edwin R. Rumin, Esq.

2870 East Oakland Park Boulevard

Fort Lauderdale, FL 33306

RE: River Terrace

Dear Mr. Rumin:

I am in receipt of your letter of August 3, 1982. However, in response, I wanted to make you aware of several points which were apparently not disclosed to you.

First, in reviewing the minutes of the Board of Directors' meetings, it has become apparent that they have never at any time attempted to enforce any provision regarding the color of the balconies. Indeed, they have openly allowed several other owners to have non-conforming balconies at various times. Thus, their attempt to force Mr. Confino to paint his balcony would certainly qualify as selective enforcement and would not be permitted.

Moreover, Mr. Confino's balcony was painted over four and one-half years ago, and yet River Terrace did not make any request that he change said balcony until he started insisting upon their adherence to the proper condominium procedures. Thus, it is clear both that they would be estopped from now being able to enforce any such provision and

that their attempts to enforce such is being undertaken only to harass Mr. Confino because of his actions.

Additionally, it should be noted that the color of the balcony is not readily apparent from the outside, and thus, there is no benefit to be gained as to appearances by attempting to impose any restrictions. Also, in reading the Declaration, it is apparent that "alterations" to the balcony are not permitted without the Board approval, but that the responsibility for painting the balcony is the unit owner's. Thus, there is no authority for the Board to even make this demand.

Edwin R. Rumin, Esq.

August 5, 1982

Page Two

Finally, I hope you will advise your client as to the certainty that, should a suit be filed, a counterclaim will be filled in connection with their failure to adhere to the condominium statutes and fulfill their fiduciary duties, and that, should they lose, attorney's fees can be awarded against the Association.

Given the above, it is our hope that the Association will realize that the filing of any suit will be to the detriment of the Association and that they drop this matter and instead proceed to the proper running of the Condominium itself.

Very truly yours,

Robert L. King

RLK/slh

Cc: Mr. Vico Confino

On one occasion, a salesman for the Encyclopedia Britannica traveled 25 miles, after receiving a bogus inquiry of my interest in a purchase. And then there were the lesser annoyances like placing nasty notes on my door and auto.

One sore loser/owner who lived on the seventh floor watched until I had finished my swim in the pool. As I walked towards the building, he would bring the elevator up to his floor and hold it so I had to walk up the stairs to my 6th floor apartment.

He enjoyed himself for a few months until I caught him in the act and had a few choice words with him.

While the lawsuits wound their way through the courts, I continued to attend meetings and offer suggestions. The first case to come before a judge for trial was a complaint by my condominium board that I had violated the rules by painting my terrace green.

My attorney pointed out that the painting was done four-and-a-half years before any action was taken by the Board and their action was clearly taken to harass me.

We entered into evidence a panoramic photograph of the entire building which clearly showed many other non-conforming apartments.

Interestingly enough, when the condominium President was cross-examined by my attorney, he made a startling admission. When asked what he had on his terrace, he replied, "Indoor-outdoor carpeting."

My attorney then inquired if he had received approval to have it installed. He answered that he didn't need permission.

Again, my attorney asked why not?

His answer made the judge do a double take.

"Because I'm the President," he said.

He also admitted that he had personally painted the terrace of another owner who was allegedly in violation so that the lawsuit could proceed.

After reviewing the photographs and testimony in this trial, the judge ruled in my favor. All the costs and legal fees in this case, totaling \$5,200, were awarded to me, in full.

For whatever the reason, still unknown to this date, the directors refused to make payment as ordered by the court. This necessitated garnishing their bank account, which cost them an additional \$371.88 in interest and legal fees.

Each unit owner in the condominium was assessed \$104 to pay these costs. Keep in mind that the legal fees for the condominium's attorney were in addition to the above.

This is typical in condominiums where unit owners are caught in a situation, not of their making, that results in an unforeseen assessment.

One of the owner victims admitted to me after the trial that a Director openly stated that the lawsuit was his personal vendetta against me.

Chicken Soup Remedies

(It can't hurt and it might help)

If you are already the owner of a condominium, the following suggestions may alleviate potential trouble spots:

- 1) Allowing one owner to remain on the
- 2) Board of Directors for more than two consecutive years is the root of many problems because:
 - a) It allows other owners an easy out.
 - b) It perpetuates one individual's thinking.
 - c) It promotes cronyism.
 - d) It establishes a false premise and precedent.

SOLUTION:

Petition the board to draft a bylaw limiting a Director's term in office to no more than two consecutive years. There will be objections by owners who prefer not to participate in self-government as well as by owners who believe that only they are qualified.

Outcries of having no one to serve and bringing in outside management as the terrible alternative will be heard. If your condominium has so few owners genuinely interested in its operation, then consider outside management a blessing.

2) Indecision by a Board of Directors is the biggest stumbling block to efficient maintenance.

SOLUTION:

Establish an "action committee" with authority to implement any projects the board has approved but failed to act on within 90 days.

This will prevent passing the buck from one Board to the next, which can result in neglect and deterioration of common elements.

3) There are numerous cases where Directors have initiated lawsuits against unit owners solely because of personal differences.

SOLUTION:

Adopt a bylaw limiting the legal fees which can be expended by the Board to a percentage of the budget.

Make it mandatory that a report on pending litigation be presented in writing to all owners on a regular schedule by a Certified Public Accountant.

Require that the attorney present a written proposal of projected time and fees before proceeding with any litigation.

Place a dollar limit on the amount the Board may spend before the majority of the owners must give approval for additional funds.

4) Many times, qualified owners are left off the ballot intentionally, because the nominating committee is composed of incumbent Directors' friends.

Although by state law, anyone can be nominated from the floor on election day, it denies the candidate exposure to absentee owners.

SOLUTION:

All candidates for the Board of Directors should furnish a brief resume of their background and experience. This should be mailed with an ABSENTEE BALLOT to all unit owners.

An ABSENTEE BALLOT lists the names of the candidates, so that an owner who cannot be present on election day may vote his choices.

By filling in the name of the person he designates to cast his ballot and by dating and signing it, the chance of a proxy being misused is eliminated.

Allowing the indiscriminate collection of numerous proxies by power brokers only hastens the demise of democratic rule.

Amend the documents to limit the number of proxies one person can vote, and establish the legal casting of absentee ballots. To preclude discrimination by nominating committee members, they should be chosen at random from a slate of volunteers, not appointed.

Let the democratic system decide whether a candidate is qualified. If one who is proven unqualified is elected, Florida law provides for his removal.

Change ballot counters, proxy checkers, and election monitors every year.

5) He who controls the social activities at condominiums usually governs the lifestyle of the majority of owners. It is easy to bend and

manipulate people's allegiance by allowing or denying them participation in condominium functions.

SOLUTION:

All planned activities should be open to owners on a first-come, first-serve basis. In the event seating is to be limited, orders can be taken for tickets, with a purchase deadline. All the names should then be placed in a container and drawn for the available seats.

The practice of allowing tickets to be distributed to select owners is divisive.

6) All committees should be composed of volunteers who have been selected by random drawing. The practice of allowing Board members to appoint owners encourages self-serving selections.

Let it be understood that at condominiums where there is an absence of volunteers, let nature take its course. The silent majority will then get the government they deserve.

As with Directors, no committee member should be permitted to serve more than two consecutive years.

7) Allowing special groups to hold fund-raisers and retain a "slush fund" is damaging to independent management. This often forces the Board of Directors to go to the "group", hat in hand, for funds to complete projects.

SOLUTION:

All monies solicited through cake sales, bazaars, tournaments, etc. should be held and distributed only by the elected Board of Directors.

A complete, written accounting should be furnished to all owners. The cost of issuing such a

report (postage, printing, etc.) should be deducted from the collected funds.

Donations to the condominium (furniture, dishes, plants, etc.) may be accepted only by the Board. Receipt of the gift should be acknowledged solely by a letter of thanks, mailed to the contributor.

The practice of printing the donor's name in a newsletter or posting it on a bulletin board is divisive and should be discouraged. Anyone in need of recognition can donate to a national charity and have his receipt posted at the condominium, if he desires.

The condominium newsletter should not be permitted to function as a platform for embarrassing or insulting owners who may disagree with Board policies.

A clear and concise set of guidelines should be strictly adhered to in reporting information to the membership.

The often-quoted philosopher Maimonides (Rabbi Moses ben Maimon) lists the second highest degree of giving as "giving anonymously." Do you know the highest? (See page 171).

When You Practice To Deceive

The importance of attending your Board of Directors' meetings cannot be stressed enough.

On almost every occasion when I was present, a Director would, by intent or oversight, leak some bit of devious information. I guess there must be some psychological necessity for the human ego to brag about doing something wrong. (It's no fun unless you let others know you did it all by your little old self.)

By putting these little bits of information together, I was eventually able to see the whole picture-puzzle.

When my lawsuit against the condominium associations first was filed, many owners became worried about the mounting legal fees.

As usual, the members of the "clique" were hard-pressed to calm these growing fears. Their greatest concern was losing support of owners who might defect to my side.

At one of the committee meetings, it was boldly announced that unit owners should not be worried, as the condominium's insurance policy was paying for all the legal costs.

Here was the key piece of the puzzle that completed the picture. It was a fact that, at previous meetings, a Director acknowledged that they had no coverage. Now, miraculously, the Board members were bragging that they did.

My practice of tape-recording all meetings was to payoff handsomely. In the past, I had to worry that official minutes might disappear or be changed. Now I was in command of the situation, with actual recordings of what had been stated.

I immediately visited the condominium office and reviewed all insurance policies and correspondence. By past experience, I knew that obtaining copies would be refused, and that my asking for them would alert the defendant associations to what I was after.

With my Canon 35mm camera, I took closeup photos of the evidence I had uncovered. I must say, at this point, that luck played a very important part in helping me prevail.

At each election of directors, I made sure that my name would be on the ballot. Although the same owners controlled the Board year after year, I wanted to let them know that I had not given up.

After the votes had been counted and the same directors elected, a unit owner asked permission to speak. He informed the new Board that one of them had been elected illegally.

According to our declarations, it was necessary that a nominee be a member of the association. Only those persons whose names were on the deed to their units could serve.

It seemed that the newly re-elected president was not qualified to run, since the deed was solely in his wife's name. He tried valiantly to get around the situation by stating he had read somewhere in the statutes that he could be elected.

I would not allow him to bluff his way out and demanded he be removed. Since I was the only other candidate on the ballot, I automatically became a Board member.

To say the least, the loyal constituency went into an uproar. All the other Directors threatened to resign if I was allowed on the Board.

After consulting with the condominium attorney, they immediately circulated a petition to recall me as a Director. I had no delusion of ever being allowed to serve, but I wasn't going to make it easy for them by resigning.

The recall process could take about two weeks, and during that time I had all the legal authority of a Director. One of the state laws governing the operation of a condominium clearly specifies that a unit owner may not act in the capacity of a Director.

As an elected Board member, I could legally carry out my duty to manage and direct the affairs of the condominium for the benefit of all owners.

Here is where the information I had secured about the insurance to cover the legal fees came into play. The files I had reviewed revealed that an insurance binder was predated to cover the claim for legal fees the associations were incurring.

As far as I was concerned, in my opinion it was premeditated fraud. Now, as a Director, I was in a position to act without fear of violating any statute.

The pieces all fit together nicely. Directors had bragged they would “run me out of money” for legal fees. Unit owners were told they were covered by insurance for all legal fees.

If I allowed this situation to continue, and the insurance company found out, all owners might be in serious trouble. The photos I had taken, along with the tape recordings of the Directors’ statements, were delivered to the insurance company’s fraud investigator.

A short time later, another bit of information was reported at a meeting. It seems that an insurance carrier had cancelled some policies and they would have to find another company.

The owners were never given a full report or reason why this had happened, but I didn’t need one. My short tenure as a Director couldn’t have occurred at a better time.

IT’S A TANGLED WEB YOU WEAVE.....

Trapped

Because of escalating interest rates and declining condominium sales, many new projects are experiencing difficulty.

Developers pressed to pay back large bank loans are bending their own marketing programs to the breaking point. Builders who had promised adults only, no pets, and full-time security are finding it impossible to deliver on these and other promises.

With vacancies at an all-time high, many developer-controlled condominiums are now putting out the welcome mat to “renters.” Bring the

cat, dog, canary, kids, van, boat, and what have you, cry the rental agents.

As the saying goes, "a tenant with cash in the hand is worth 10 buyers who can't come up with a mortgage."

Take the case of the "Smiths", who bought an apartment in a 200-unit condominium. With less than half the units sold, the developer found that his only salvation in staying solvent was to allow rentals.

It worked so successfully that he has sold an entire building to a venture capital group that is marketing the units as tax shelters.

Those who own condominiums are now stuck in twilight zone. They are unable to sell, even at a loss, and because the builder is still in control, they have no say in their investment.

There are no hard and fast rules for preventing this type of situation from occurring. But, as in all large investments, "A WORD TO THE WISE IS SUFFICIENT."

73 Skidoo

In order to indoctrinate new residents to life at a condominium, a set of do's and don'ts is either listed on single or multiple sheets of paper, or as in the following example, compiled in booklet form. If our Declaration of Independence banners our right to freedom, than the condominium rule book is your ticket to incarceration.

The following 73 items are from just such a booklet, chapter and verse.

Keep in mind that the Board of Directors has the authority to add, amend, or change the rules at its discretion without your consent.

RULE FOR SALES, RENTALS AND GUESTS

- 1) If renting or leasing, notice in writing must be given to the Association and approval must be obtained in advance of any contract, lease, or other documents. The required forms are available at the management office.**
- 2) Any application for approval by the Association of a lease for rental or resale shall be accompanied with \$50.00, which shall cover the expenses of any investigation of the application, which shall be held in non-interest-bearing account and be returned to the lessee, less any charges for damage to the common elements, at the expiration of the lease. In order to assure the Association of the return of the Association's magnetic card or cards used to raise the security gate, a deposit of \$25.00 for each card from the seller will be required to accompany the above transfer fee with the necessary papers requiring approval. The deposit will be relinquished by the seller.**
- 3) It shall be violation for any purchaser of any dwelling unit to lease their dwelling unit, unless they have owned said unit for a period of one year from date of purchase.**
- 4) There shall be no renting or leasing of an apartment for less than three (3) months to any one party.**
- 5) There shall be no renting or leasing of any unit more that once during a twelve-month period, and there shall be no sub-leasing whatsoever.**
- 6) There shall be no renting or leasing to families with children under the age of 14 years.**

- 7) No person under 14 years of age may reside permanently in the condominium. Anyone under the age may visit, provided such visit does not exceed a total of thirty (30) days in a year.
- 8) No owner or owners of any dwelling unit shall permit the sale or transfer of their dwelling unit to individual or individuals who have residing with them on a permanent basis a child under the age of 14 years, regardless of the stated intention of those parties to the non-residence of said minor child or the duration of the stay of said retainer child being less than thirty (30) days of any calendar year.
- 9) Units may be rented only in entirety, and no unit may be rented for hotel or transient purposes.
- 10) As provided for in the Declaration, the dwelling units are for single family residence and corporations may not be permitted to purchase any apartment unit.
- 11) Apartments owned by corporations before November 18, 1981 shall be used by corporate officers only and shall not be used at any time by relatives, friends, and guests of directors, officers, or employees.
- 12) Any renter of any apartment for a year or more must deposit \$50.00 with the Condominium Association, which will be returned, in order for such renter to obtain a gate magnetic card.
- 13) It shall be a violation for any owner or owners of any dwelling unit to permit use of the same for transient, hotel, or commercial purposes. After long meeting and discussions by the board of Directors and complaints of unit owners, it has been interpreted that a commercial usage shall be

the sale of a dwelling unit to an individual or entity who does not intend to dwell in or reside in said dwelling unit, but intends to lease same or make available for use to someone other than the owners.

- 14) No approval of a sale will be given by the Association when the sales agreement discloses there may be an assignment of the contract, but does not disclose the party or parties who would be assignees.
- 15) If disclosure is made of the party or parties as assignees and such assignment is to be made before the closing property filled out application papers from the assignee or assignees must be approved by the Association.
- 16) Overnight guests may be permitted to occupy the unit in the absence of the owner, for periods of time not to exceed 21 days in total in any twelve-month period. The unit owner must notify the management office in writing at least 5 days before the guests arrive. Guests may not have guests. The above does not apply to parents, adult children, or adult grandchildren of unit owners.
All guests must abide by the same rules and regulations of the condominium in effect for residents, and the residents should advise their guests that their stay will be terminated if any of the rules and regulations are violated. The owner will be liable to the Association for any attorney fees and costs which may be incurred in enforcing these rules against a resident or his guests.
- 17) Units containing one bedroom may be regularly occupied by no more than three persons. Units containing two bedrooms may be regularly occupied by no more than four persons. Units containing three bedrooms

may be regularly occupied by no more than six persons. As used in this rule, "regularly occupied" means occupancy for a period in excess of six days consecutively, or fourteen (14) days in any one calendar year.

- 18) Units shall be occupied and used by their respective owners only as private dwellings for such owners, their families, tenants, and social guests, and for no other purpose whatsoever.
- 19) No owner, lessee, or licensee shall install wiring for any electrical or telephone installation, or any television antenna, machines, air conditioning units or the like on the exterior of the building, or which protrudes through the walls or the roof of the building except as authorized by the Board of Directors of the Association.
- 20) Windows and terrace doors, if covered, must be draped or curtained with standard type coverings. No sheets, blankets, aluminum foil, advertising materials or the like are allowed to be used as window coverings or displayed in the windows, and no signs of any kind shall be placed in or on windows, doors, terraces, facades, or other exterior surfaces of the building.
- 21) Water shall not be kept running for an unreasonably and unnecessary length of time.
- 22) Within his own unit each unit owner shall promptly perform all maintenance and repair work that, if omitted, would affect any common elements, any portion of the property belonging to the other owners, or the condominium as a whole. Each unit owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

- 23) No immoral, improper, offensive, or unlawful use shall be made of condominium property or any part thereof, and each unit owner shall, at his own expense, comply with all City, State, and Federal laws, statutes, ordinances, regulations, orders, or requirements affecting his unit.
- 24) Residents shall exercise extreme care about making noise or playing music which may disturb other residents. No resident shall play or allow to be played any musical instrument, radio, television, phonograph, or the like between the hours of 12 P.M. and the following 8 A.M. if the same will disturb or annoy any other resident by being played too loudly.
- 25) Owners shall not take or cause to be taken within their units any action which would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant thereto or affect the common elements without the unanimous consent of all unit owners who might be affected thereby.
- 26) Owners shall not permit anything to be done or kept in their units that would increase the rate of fire insurance thereon or on the condominium as a whole.
- 27) All garbage, trash, and all other items must be enclosed in plastic bags and sealed with a tie prior to placing in chute.
- 28) Under no circumstances are newspapers, cartons, bottles, or bags of garbage to be left in laundry rooms or trash chute rooms. In the event the garbage chutes are filled, the garbage must be taken to the garbage bins.
- 29) No wet or bare feet or spiked shoes are allowed in lobby or elevators.

- 30) No towels, bathing apparel, linens, etc. are to be dried or hung on balconies or balcony railings.
- 31) No electrical, gas operated, or charcoal barbecues allowed on balconies or terraces.
- 32) Balconies shall not be used for the storage of bicycles, etc.
- 33) No soliciting by residents or non-residents allowed. Please advise all tradesmen of this rule.
- 34) Storage lockers in Buildings 1 through 11 are for use and convenience of unit owners of each of these buildings. Only one locker may be used by one apartment. The Association will use whatever means it deems necessary to legally enforce such limitation.
- 35) Effective 12/10/79, the Management Office must be notified at least two days in advance of arrival of moving vans and furniture deliveries, by unit owners or authorized lessees. Furniture deliverers will be permitted on the premises only between the hours of 8 A.M. and 6 P.M. Monday to Friday, and only for the purpose of loading and un-loading. Any damage done by the movers is the responsibility of the unit owner.

It is the responsibility of the unit owners having work done in their apartments to see that all common areas affected by their service people are cleaned up. Any costs incurred by the Association for cleanup or repairs will be billed to the unit owner involved. Any outside service people or contractors or deliverers that refuse to respond to a request by management or a building captain may be barred from further admittance by security. No work is to be done in laundry rooms, lobbies, elevators, catwalks, or stairs.

- 36) Any unit owners or lessee installing tile, marble, or wood flooring in their apartment, on any floor other than ground floor, must install sufficient insulation and/or soundproofing materials, such as "wonderboard" or equal, underneath so as to provide other owners freedom from noise sufficient to annoy or disturb them in the free use and enjoyment of their apartments. Installation must be approved in writing in advance of any such work by our Management Company.
- 37) Any unit owner or lessee that has installed tile, marble, or wood flooring in his apartment, other than the ground floor, must cover the flooring sufficiently so that owners of apartments below and/or adjoining are free from noise and nuisance as they are so entitled to by the rules and documents.
- 38) Those unit owners who purchased before June 1975 and had permission from the developer to have a pet shall be permitted to keep such pets only if such animals do not disturb or annoy other residents. The said unit owners keeping pets shall abide by all governmental sanitary regulations, shall keep such pets leashed at all times, and shall be responsible for any inconvenience or damage caused by such pets. Guests of unit owners and lessees are not permitted any pets. It is the policy of the Condominium Association to curb the keeping of pets, and therefore no one may be permitted to bring any new pets within the condominium and/or the unit.
- 39) Vestibules, halls, stairways, elevators, and other condominium areas and facilities of a similar nature must remain unobstructed. They shall be used only for normal transit.

- 40) Lobbies, vestibules, hallways, stairways, elevators, and other condominium areas and facilities of a similar nature shall not be used for storage or placement of any furniture, packages, or objects of any kind.
- 41) Children shall not be permitted to loiter or play in the lobbies, vestibules, hallways, stairways, elevators, and other condominium areas and facilities of a similar nature.
- 42) Hanging, cleaning or beating garments, rugs, or the like from or on the windows, terraces, or facades of the building, or in lobbies, vestibules, hallways, stairways, or other condominium areas of a similar nature is prohibited.
- 43) Throwing or leaving garbage or trash outside disposal installations provided for such purposes is prohibited.
- 44) All damages to common elements caused by the moving or carrying of articles therein shall be the responsibility of, and shall be paid for by, the owner or person in charge of such articles.
- 45) No owner, occupant, or licensee shall post his name or any other notice in any lobby, vestibule, hallway, stairway, or other condominium area except in places provided therefore.
- 46) No scooters, baby carriages, toys, or other articles are allowed to stand in any of the common areas. Bicycles may be allowed in the common area only at designated bike stands.
- 47) No running, jumping, or creating any disturbances in foyer, catwalks, or other common elements.
- 48) There shall be no sunbathing, playing of games, or leaving of chairs or other articles unattended on the grass of the common areas,

except near the pool area where it is impossible, due to congestion at the pool, to do otherwise.

- 49) All outside contractors who work in the common or limited common areas of the condominium must register copies of their City licenses and evidence of their liability insurance with the Management Office, and shall do no work in the above mentioned areas after 11 A.M. Monday through Friday and shall do no work on weekends or holidays, except in emergencies. They will not be permitted to use the Association's water or electricity. Exceptions to this would be outside contractors who will be working within an owner's or lessee's apartment at the request of the individual owner or lessee or agent and/or contractors authorized by the Management Company who carry licenses and liability insurance.
- 50) No boat, boat trailer, trailer, truck, camper, mobile home, motor home, or commercial vehicle shall remain on condominium property more than one night, provided, however, that trucks commonly referred to as vans are not so restricted as long as they contain no commercial names, logos, messages, or phone numbers on their exterior. The Board does not have the right to waive the uniform application on this rule. No vehicle used for commercial purposes shall be parked on condominium property unless it is there to service a unit owner or authorized by leasee and must leave as soon as the specific service is completed.
- 51) Unit owners and their families, guests, tenants, and employees will abide by the following parking and traffic regulations.

- a) Horns are to be used only when necessary for the safe operation of vehicles.
 - b) Owners shall not park, nor shall they permit their families, guests, or tenants to park in the parking spaces of other owners or in such manner as to prevent ready access to the parking spaces of the owners. Improperly parked vehicles may be subject to removal at their owner's expense.
 - c) Owners, their families, guests, tenants, and employees will abide by such traffic and parking regulations as may be posted at the parking areas and on the driveways of the condominiums.
-
- 52) All posted rules in laundry rooms must be observed.
 - 53) When using washer or dryer, please wipe tops of machines and clean filters of washers and dryers.
 - 54) Close door of laundry room and turn off lights when leaving.
 - 55) The charge for laundry room "washers and dryers in Building 1 through 11 is now included in their monthly maintenance. Only unit owners, authorized lessees, or their agents may use these machines. Anyone else using the machines can be prosecuted and sued for deprivation of service.
 - 56) Use of pool and pool area is permitted between sunrise and sundown. Special permission for use of pool and pool area for parties or group activities after sundown requires the permission of the Building Captain.
 - 57) Showers must be taken before entering the pool.
 - 58) No person having any disease of the eyes, ears, nose, throat, or skin or any

communicable disease shall be permitted in the pool.

- 59) No life preservers (except for emergency use), rafts, toys, or other objects shall be permitted in the pool.
- 60) No running, pushing, shouting, or unnecessary splashing shall be permitted in the pool area.
- 61) No glass container of any kind shall be permitted in the pool area.
- 62) No furniture provided for the pool area may be removed there-from.
- 63) No occupant of the condominium under the age of 18 years shall be permitted to entertain guests at the pool or pool area unless accompanied and supervised by a parent or guardian who is an occupant of the condominium.
- 64) The pool and pool area is for the exclusive use of occupants and their guests and occupants shall in all cases be responsible for the conduct of their guests.
- 65) All persons using the pool and pool area shall comply with the requests of the Building Captain respecting matters of personal conduct in and about the pool and pool area.
- 66) All owners and guests must observe posted rules at poolside.
- 67) Persons using suntan lotion must protect lounges by covering with a towel.
- 68) No lounges or chairs are to be reserved or towels and articles to be left at pool area unattended.
- 69) Infants in diapers or children not toilet trained are NOT allowed in the pool.
- 70) Sole responsibility for safety and conduct of children using pool and pool area lies with parent or guardian.

71) After use of pool, please empty ashtrays and replace chairs and lounges in tidy manner.

72) No pets or toys permitted in pool area. No food, including candy, allowed in pool area. Beverages in plastic cups allowed.

AND NOW, LAST BUT NOT LEAST, NO.

73...

AND YOU'D BETTER BELIEVE IT!

OR "SKIDOO"...

REMEMBER:

"In order to have RULES, you must have RULERS."

If the previous 72 rules failed to strike fear into the hearts of owners, then the boom was lowered in No. 73.

The Board of Directors declared its authority to levy a reasonable fine against violators of the condominium declaration bylaws. (Florida Statutes, Chap. 718.303(3) as revised October 1, 1984):

The association may levy reasonable fines against the owner of the unit or its occupant, licensee, or guests for failure to comply with any provision in the declaration, the association bylaws, or reasonable rules of the association.

No fine shall become a lien against a unit. No fine shall exceed \$50. No fine shall be levied except after reasonable notice and opportunity for a hearing has been given to the unit owner and, if applicable, to his licensee or guest. The provisions of this subsection shall not apply to unoccupied units.

Not content with the legal power granted under 718.303, the board further attempts to intimidate owners by including the following statement:

"The Board of Directors reserves the right to amend, repeal, or add to these rules and regulations from time to time as may be deemed necessary for the safe and efficient maintenance of the

condominium and for the comfort and convenience of the occupants thereof."

Authority to carry out such actions varies from condominium to condominium and should be confirmed by examination of the documents.

A Word To The Wise

If you are buying a newly-built condominium, don't get roped into paying the developer his asking price. Many buyers have been victims of price reductions after taking possession of their unit.

As protection against getting caught in this situation, insist that your contract of sale include a clause barring price cutting on future sales. Refuse to close the sale until at least 75 percent of the condominiums are sold. If the builder refuses such a written agreement, re-evaluate your intention to buy.

\$40,000 Filet of Funds

A devoted son comes to visit his ailing, 76-year-old mother at her co-op in Miami. He ties his boat at a dock she purchased for his use and convenience. On occasion, he will relax by fishing at dockside.

A resident owner approaches and objects to the use of HIS fish scaling stand by this visitor. One word leads to another and a heated argument develops.

The complex president is called into the fiasco and orders the visitor from the premises. He follows up by having the co-op attorney seek an injunction barring the man from the grounds.

The courts refuse to grant the request, so he has a lawsuit filed for injunctive relief.

This story unfolds in official court records of the case. Over three years have passed since the litigation was initiated.

In defending himself in this legal action the visiting son has paid out \$22,000 in attorney's fees.

The co-op has been quoted as having spent as much as \$44,000, but its attorney states he has received only \$19,000 for his efforts.

Even at the minimum figure of \$41,000 in total fees, can that be justified as having been spent wisely?

What does matter are the terms of a stipulated agreement that make a mockery of the attorneys who drafted it and the court that approved it.

The following are excerpts from the agreement included in the court file:

1) Defendant will be materially restricted, never come upon, enter or otherwise utilize in any way the co-op property subject to the following:

a) He must park his auto only in his mother's parking space.

b) He must visit her only inside her apartment.

c) He may not speak with anyone in the parking area or the premises.

d) He may use only walkways absolutely necessary to get to his mother's apartment.

e) He shall use only the most direct, quickest access to her apartment.

f) He may not enter or traverse any other walkways.

g) He shall never reside at the co-op.

h) He may not acquire any right, title, or interest by intestate or testate succession.

How can any person schooled in the practice of law in a democratic society use his degree to

deprive an individual of his constitutional rights? To reward attorneys who debase the legal system and are abetted by judges who misuse their authority is truly unAmerican.

Your Dear Peers

THE DIRECTORS

These are your elected owners who constantly complain of the thankless, nonpaying job they are doing on your behalf. Although they swear never again to serve on the Board, they usually run for re-election because they think no one else can do the job as well as they can.

THE COMMITTEE

These are the "closet rulers" who prefer to remain in the dark shadows while carrying out their personal vendettas. They are easily identified at meetings when seen seconding a motion for some self-serving purpose.

Committee members should be considered more dangerous than directors. Directors can be removed by recall election. Committee persons are virtually immune from expulsion.

THE SUB-COMMITTEE

These are sweet, gentle souls who wouldn't hurt a fly. All they want is to be left alone to enjoy their final years in the sunshine.

They buzz about the condominium, spreading the poison propaganda of their powerful masters. Identifying them is difficult, as they spend most of the time peeking out from behind closed draperies and darkened doorways.

THE CAPTAINS

These are the fringe henchmen who realize it is good to be on the right side of those with power.

They are not actively involved on a daily basis, but they can be counted upon for their loyalty to the "hierachey" when necessary.

Their major function is to solicit and secure proxies by whatever means necessary. Friendly persuasion and subtle intimidation are the tools of their trade.

THE MONITORS

These are the lowest animals in the pecking order. They have never achieved much of anything in life before moving into a condominium.

As their last "HURRAH," they are willing to give up any shred of dignity or self-esteem to gain recognition by their masters. They are charged with the responsibility of reporting infractions, eavesdropping, and carrying out any dirty job no one else would accept.

Their aspirations are ZERO. They gratefully accept a tossed bone of attention from their co-conspirators, who treat them as puppy dogs licking at their heels.

Intimidation, Extortion, Ostracism

Condominium living is best known for being a shared lifestyle, but, in many cases, it goes far beyond that. To achieve harmonious relationships in a group environment necessitates giving up individual rights.

How many or how few of you are willing to surrender ultimately decides your level of interfacing with other owners. In every barnyard there is one chicken that cackles the loudest and pecks the hardest. Do not believe that it is any different in the human pecking order.

From the day you arrive at your little piece of paradise your fate has been pre-programmed. There are the window watchers who spend many hours everyday checking all movements within their line of sight: what time you come in; when you go out; how many bags of groceries you return with; and other important trivia.

A good window watcher can tell where you purchased something by the shape or color of a box. Some of the more professional peekers keep high-powered binoculars nearby to note the model numbers of appliances.

A 25-inch color television with remote control will certainly elevate your status as someone who should receive added respect. But, an economy, unheard-of-brand television, could place you in a "poor boy" category.

The type of car you own undergoes the same rigid inspection. The make, model, and year are important.

How you obey the "rules we live by" will play a large part in determining your acceptance by the "clique." Points can be lost for the slightest infraction, such as failing to park your auto dead center between the lines.

Opening your car door and touching the adjoining one, or making it difficult for the owner of the adjacent car to exit, could spell disaster.

Word will spread like wildfire about your lack of driving ability and carelessness. You may even receive an official reprimand from the condominium office.

Successful intimidators will have you apologizing for everything and anything: "Sorry I parked wrong." "Sorry I flushed at 3 A.M." "Sorry my guest stayed so late." Sorry, sorry, sorry.

Once you have shown your willingness to surrender some rights in order to be accepted, phase

two will follow. Simply stated, the word is EXTORTION!

Since you have shown a desire to abide by what the "hierachey" dictates, some sort of tithe is in order. Ever so subtly, you will be advised, that to protect the lifestyle you enjoy, owners who can enforce the rules must be elected.

It is undemocratic to buy votes to ensure "their" choice, so they just extort them from those who have been coerced. The stage has been set and gathering the proxies is usually carried out without a hitch.

Phase three is placed in motion when an owner decides not to go along with the "clique's" scheming. Pressure is brought to bear by ostracizing him from condominium life. If he doesn't get the message immediately, a more direct approach will be made, such as a face-to-face confrontation where the error of his ways will be made crystal clear.

Failing to participate in the administrative affairs of the condominium is the single biggest mistake purchasers make. The consequences are far-reaching and frightening. Electing a Board of Directors on the basis of friendship instead of ability is like loaning your new car to a blind driver.

Most owners do not realize the power they are placing in the hands of total strangers. The investment you made is now almost completely out of your control. If you are fortunate to elect qualified owners to the Board, your property will probably retain its value.

The Board of Directors is elected to manage and direct the affairs of the condominium for the benefit of all owners. If a policy or personality difference between the Board and some owners should surface, the Directors can institute a lawsuit to suppress opposing views.

In many cases, thousands of dollars of the unit owners' monies have been spent to pursue personal

vendettas. Investigation and inspection of court records has shown that many condominium lawsuits are frivolous at best.

Remember! No matter who is wrong or right, the attorneys' clocks keep ticking. At the current hourly legal rates of \$100 to \$150 per hour, would you, as an attorney, care how long it takes to settle?

Only when the majority of owners fail to exercise their rights in a sensible manner does condominium nonsense take control. Condominiums are constantly referred to as small governments. A more appropriate description would be small governments that mirror the best and worst of big governments.

Conspiracy, fraud, misuse of power, nepotism, discrimination, and breach of fiduciary responsibility are a few. Hogwash, you say. Think a moment. If it could happen in Washington D. C., the heart of our democracy, why not in Condo Gate?

BORED OF DIRECTORS

Concerned about the rising cost of electricity, the board voted to save unit owners' money by removing one light bulb from each hallway fixture.

This effectively reduced by 50 percent the condominium's safety lighting.

Another unit owner (a retired deputy sheriff) received a round of applause with his money-saving suggestion:

"Shut all the lights in the parking area off, so that the thieves, who have been vandalizing our cars, will have to use flashlights to see what they're stealing, and we can spot them."

One condominium owner, frustrated by the incompetent management decisions of his Board of Directors, struck back by posting notices conspicuously about the complex.

The directors, now flushed with power, proposed assigning chores to owners, which prompted the phantom, sign-posting owner to post this missive:

NOTICE
Effective Immediately

In order to save money, guests of condominium owners will be assigned various janitorial duties while visiting. In lieu of work, donations will be accepted.

SIGNED
BORED OF DIRECTORS

Some owners actually believed these tongue-in-cheek barbs and complained to the Board members about being assigned. When the Board openly chastised owners for not doing volunteer work, the following note appeared:

NOTICE

Any apartment owner unwilling to reduce his style of living and give up his self-respect will be allowed to take in boarders to help meet his monthly maintenance.

SIGNED
BORED OF DIRECTORS

The artificial indoor-outdoor carpeting, which had seen better days at the condominium after 10 years, was constantly being repaired by one of the cost-conscious Directors. It was becoming an embarrassment and eyesore. A poem was posted:

NOTICE

There are patches of grass.
There are patches in pants.
But the ugliest patches of all.
Are in the carpets of this Condo's halls.

SIGNED
BORED OF DIRECTORS

As the drive to reduce costs at the condominium became desperate, the Directors posted a notice asking for volunteers. The following phantom notice appeared shortly thereafter:

NOTICE

Since no one has volunteered to clean and disinfect the garbage room, a lottery will be held to select, at random, which owner will be assigned the job. Excuses of illness, age, or infirmities will not be tolerated.

**SIGNED
BORED OF DIRECTORS**

**Boards of directors do not take kindly to criticism.
To show they are right, a more concerted effort is
made to prove their point. The phantom responded:**

NOTICE

It is apparent that many owners take more pride in their automobile than their apartment. Judging by all the new cars in the parking area, this Condo has become a second-class complex, run by first-class penny-pinchers.

**SIGNED
BORED OF DIRECTORS**

**Feeling the heat of the phantom notices, the
Directors issued a request for help in catching the
illegal sign-poster. Immediately, the phantom
struck.**

NOTICE

Volunteers wanted to patrol the hallways and elevator to apprehend person placing illegal notices. Uniforms will be issued to qualified owners. A secret meeting will be held soon. Watch for time and place.

SIGNED

NOTICE

The person who is placing unauthorized notices in the elevator will be prosecuted to the fullest extent of the law. The Board of Directors is elected by the owners, and will continue to make the decisions, no matter how stupid they may be.

**SIGNED
BORED OF DIRECTORS**

XXX HARDCORE TRANSLATION

"CON"..... is street slang for talking someone out of something of value.

"CONDO"..... describes what you will be talked out of, your Con-dough.

"CONDOM"..... the protective mask used to hide the identity of the "Con-men." (One size fits all.)

"INIUM"..... a code word used to describe the victims they will get IN:

"I"....."U".....and "M" for millions more.

WOLVES GUARDING THE HEN HOUSE

One retiree spends most of his time trying to get state politicians to require that all condominium documents be written in easily understood language.

His testimony in 1983 before the Maryland House of Representatives and Senate committee was printed in HALT (Help Abolish Legal Tyranny).

"Group home ownership offers many advantages. We can confirm from painful experience, however, that it also presents novel, unexpected problems and frustrations, many of which could be avoided or resolved without serious difficulty, if homeowners had plain language documents to work with.

"In acquiring an ordinary home, a prudent buyer will carefully review its deed, title, insurance policy, sales contract, and mortgage."

"But when acquiring a condominium residence, the buyer, to be truly prudent, must go much further."

"A number of critical documents are written by the developers' lawyers, notably the declaration, the bylaws, and the rules and regulations. Their clients are not the homebuyers but, I repeat, the condominium developers."

"Would it surprise members of this committee to learn that one law firm would not even answer a letter from a condominium Board of Directors that inquired about the meaning of a garbled provision the firm had written into the condominium documents?"

"There is virtually no chance for a condominium buyer, no matter how conscientious he is, to absorb the meaning and implications of all those documents without the help, not only of his own legal counsel, but also of an accountant and an engineer or architect."

"Moreover, the average person probably could not afford to hire all the professional talent he would need for the number of hours required to explain the ramifications of the many documents establishing his rights and obligations as a condominium buyer."

"The buyer must collectively govern and supervise the management of the condominium property. How can they be expected to carry out that responsibility on the basis of impenetrable documents?"

"When a situation becomes so complex and difficult to understand and interpret that a Board of lay Directors cannot do its work confidently without a lawyer continuously at its elbow, then society's ingenuity has created a monster in establishing the condominium form of ownership."

A governor's commission urged that this resolution be rejected in favor of one that is nonbonding. It must be noted that, of the 23 commissioners who voted, 11, including the chairman, are attorneys.

* * *

There is a Mexican curse that says:

"May your life be filled with lawyers."

Quote from Shakespeare:

*"The first thing we do,
Let's kill all the lawyers. "*

King Henry IV
Act IV - Scene II

Z's Can Be Hazardous To Your Health

Snoring that bothered a next-door neighbor resulted in one resident receiving a letter from the condominium's attorney. The inability to reach some sort of equitable solution is spawning a major conflagration.

Both parties volunteered to present their case for binding arbitration, but they were told they would have to resolve it between themselves.

The snorer had visited a doctor to be fitted with an inhibiting device, but to no avail. As a renter, his lease comes up for renewal soon, and the Board is considering not allowing him to stay.

The condominium landlord, who is the owner of this unit, has advised that he is prepared to go to court to keep his tenant. Both sides are now awaiting the Board's decision, which could set off a legal brouhaha at the courthouse.

Are the snorer's rights to exhale while sleeping being violated? Is the next-door neighbor being subjected to noise that is harmful to his health? Will the attorneys, who are called on to litigate the ambiguities of constitutional impairment be required to rent another safety deposit box?

Clouds Darken Over Condos

The relentless passage of time is revealing problems no one wants to hear about in Florida's

condominiums. It is just over 20 years since the first declarations establishing a condominium were drawn.

During the ensuing years, over one million units have been sold to believers of this new concept of shared lifestyle. Our democratic system allows both the rich and the poor to participate.

Unfortunately, it also permits those who would prey on these eager buyers to become involved: greedy developers, tax-hungry zoning boards, get-rich-quick builders, and a host of public officials who know that looking the other way can be rewarding.

Picture the entire state of Florida as one big, juicy apple pie and you will understand the enormity of the problem. From everywhere, the wolves descended, knife and fork in hand, ready to get a piece of the action.

Anxious buyers came with cash in hand, begging to get in on the ground floor of a promised dream. Like sheep waiting to be shorn, these neophytes placed their faith in the hands of the shepherd.

The minor problems in these complexes were corrected easily with small assessments from the owners. As the years passed, the defects caused by shoddy construction and inferior building materials eventually surfaced. Roofs began to leak, sea walls collapsed, plumbing and electrical wiring short-circuited, termites invaded the units, and owners screamed foul.

The magic number in South Florida for property reaching an unbearable stage of deterioration appears to be 15.

Most of the lawsuits being filed to recover some monetary compensation to cure these ills are by condominiums about to celebrate a not so sweet 16.

Again, our democratic system does provide a legal process for the tired, retired owners to turn to for justice. In Broward County, Florida, there are 14,000 cases on the court docket waiting to be heard. It is common knowledge that a wait of two years for a case to come to trial is not unusual.

Now that the developers, builders, and real estate purveyors have had their fill of the pie, it's time for the attorneys to belly up to the table.

Here, we have a whole new army of shepherds, to lead the already once-shorn owners on a new adventure.

Law firms employing staffs numbering more than 70 and specializing in condominium litigation only should give you an indication of the problems.

The greatest plum since medical malpractice lawsuits has landed smack on the table and is being eagerly devoured. Condominium treasuries are being drained by overzealous practitioners of the law.

These attorneys are retained by incompetent Boards of Directors, whose previous experience in the jurisprudence system is noticeably lacking.

The rule of thumb to keep in mind before entering into litigation is that attorneys get paid, whether they win or lose. Some condominiums have shelled out hundreds of thousands of dollars in unit-owner monies to pursue a worthless issue.

The fact is, many attorneys make a very good living by losing. Once the hook has been set in the mouth of the client, it is just a matter of reeling in the bucks for as long as you can.

One such attorney, known by his colleagues at the courthouse as a "plumber," openly brags about the case he has been handling for 10 years.

It's like a 1920's dance marathon. Just keep shuffling your feet to stay in the contest. In 1985, it's only a matter of shuffling legal papers to keep the fees rolling in.

Some of the condominium cases being tried are beyond the realm of human comprehension. Note the words "human comprehension," not legal comprehension, were used.

The case of the overweight dogs is one such litigation that pitted the Board of Directors, in all their wisdom, against a unit owner who allowed the dogs to exceed the condominium-set weight limits.

It makes one wonder if the application of rules for some obese residents wouldn't have served a better purpose. Needless to say, after some two years in the courts, and the expenditure of some \$20,000, neither side won.

The owner won the first round in court, but the Board appealed the decision to a higher court.

Before that decision was rendered, however, the Board grandfathered in all the dogs in the condominium complex. And, in an agreement between the two sides, the owner paid \$5,000 of the Board's legal fees, and the Board closed the case.

The dogs still live at the condominium, the Directors still hold their heads high, and the attorneys laugh all the way to the bank.

Then there is the case of the \$15,000 smoke detector. At a condominium meeting, it was voted and approved that smoke detectors be installed in each unit for the protection of owners.

"No way," one condominium resident said. "You don't have the authority."

"YES WE DO!" the Board of Directors responded.

Now enter the attorneys, to litigate and resolve a world-threatening crisis.

"My home is my castle," protests the aggrieved and aggravated owner. "Not so," say the attorneys for the condominium.

In a court ruling, the judge said: "Every man may justly consider his house his castle and himself as the king thereof. Nonetheless, his sovereign fiat

to use his property as he pleases must yield at least in degree, where ownership is in common or in cooperation with others. The individual ought not to be permitted to disrupt the integrity of the common scheme through his desire for change, however laudable that change might be."

The prevailing party in a lawsuit, under Florida condominium statutes, has his legal fees paid for by the loser. Considering that the owner must now pay his own legal fees, one lousy smoke detector cost him \$15,000.

The bottom line is one very unhappy condominium owner, and two happy attorneys, the WINNER and the LOSER.

As a battle-scarred veteran of the condominium courts said, "Buying a condominium is like moving into a roach motel. You check in, but you don't check out."

Condofax

(If you must buy)

Many condominium buyers have found out too late that a low monthly maintenance payment is not their entire financial obligation.

The word "condominium" translates to joint rule. Simply put, this means that you have invested your money in a corporation and have become one of the officers.

As an officer, you have certain obligations under statutes that have been promulgated by the State of Florida.

Your primary responsibility is to tender your share of ALL expenses necessitated in the operation of the condominium.

Of course, there are other obligations that fall under these statutes, but no one else seems to have read them, so why should you?

To lull yourself into a false sense of security, by passing off this possibly as just "a couple of more bucks," is a mistake. The following are areas of repair that could and will cost more than a few bucks.

SEA WALL - Any condominium situated on a flowing body of water (one where the tides are constantly changing) can anticipate the need for remedial work. Costs can range from \$1,000 to \$1 million.

SWIMMING POOL - Whether it be for damage due to structural cracking or installation of solar heating, this type of specialized repair work is expensive. Depending upon the size of the pool and extent of damage, costs can be significant.

TENNIS COURTS - Resurfacing is a standard maintenance project. Every so many years, the condominium courts will have to undergo this work. It requires trained personnel to do the proper job. At this writing, prices for one court start at \$3,000.

ROOFS - This is one repair that has probably spawned the most condominium lawsuits in South Florida. It is costly, PERIOD! And the one area where directors foolishly try to save money. Remember, the roof is closest to the sky, and prices are just that. SKY HIGH.

TERMITES - Newcomers to South Florida usually think the buildings they see being tented are undergoing treatment to eliminate roaches. Old-timers know it is the only acceptable method to poison termites. It is inconvenient because all residents must move out.

The cost for an average building at this time is approximately \$100 per unit. Unfortunately, it is another area where many boards of directors either wait too long or try to save money by taking the cheapest and least efficient contractor.

PLUMBING - This is the unseen enemy of the condominium buyer. Hidden inside the walls and underground area are the water and sewage pipes. If the builder installed steel piping, it will only be a matter of time until nature extracts her toll.

There is also the possibility, as happened in one condominium, that the earth under the buildings was not compacted tightly. After a few years, the dirt settled, and the sewage pipes it had supported dropped with it.

Ground floor apartments were flooded with raw sewage each time a blockage occurred somewhere in the lines. Rather than take immediate action, the directors made only temporary repairs that perpetuated the owners' suffering for an admitted 14 years.

Keep in mind; if there are 100 ground floor units and 300 on the upper floors, it is going to be difficult to exert any leverage in forcing the Board to act on your behalf.

BUILDING PAINTING - If you have ever owned a home and gotten estimates for exterior painting, you can imagine what an entire condominium complex costs.

You may decide never to paint the inside of your apartment, but exterior and interior hallways and ceilings, are part of the common elements in a condominium.

As an owner, you have agreed to abide by the Board of Directors' judgment in managing the affairs of the condominium. At some condominiums, directors wait until the paint is peeling and dirty before having the work done.

Other Boards have voted to spend enormous sums every couple of years to make the building shine. In either case, do not expect to have a say in the matter unless you are an elected Board member.

VANDALISM - If you purchase a condominium that lacks security, you can expect

this type of damage. It has been reported that one condominium lost thousands of dollars in plants and trees to daring thieves who pulled in one night and absconded with a truckload.

Another report told of the clubhouse television, public address system, pool chaises, and equipment that were stolen. Yes, insurance will cover some of the loss, but place too many claims and your policy premiums will rise or be cancelled.

One board proudly told owners how they were saving them money by having a \$500 deductible on the condominium policy. This worked fine until the first claim had to be filed.

LITIGATION - A nice word for a not-so-nice situation - a lawsuit. This is one cost to each and every owner that has no limit.

Condominium law is a whole new area that is being financed by the pioneers of this communal paradise. Since there is not much case law on which to resolve the issues, most are being litigated.

The average hourly rate for an experienced condominium attorney is \$125.00 per hour. Very simply, one day in the courthouse could cost \$1,000. Condominium boards have approved spending in excess of \$100,000 in just one year.

RESERVE FUND - Each year, it is mandated by law that condominium owners be given the opportunity to vote for the establishment of a reserve fund. In simple terms, this allows the condominium association to accumulate monies in a bank account designated for future repair or replacement of specific common elements.

The most important items include the roofs, painting of buildings, and resurfacing of common driveways. Contrary to popular belief, a reserve account may be established by a majority vote for any future repairs or replacement the owners want.

Any voting procedure should be monitored carefully to ensure that the will of the majority

prevails. At some condominiums, hordes of economy-minded owners gather proxies to defeat these necessary projects.

When questioned why anyone would endanger the value of their investment by not maintaining it, the most often heard reply was, "I'll be dead in a year or two. Let the next owner worry about it."

This issue has so divided owner against owner that voting proxies have been erased, altered, and tampered with to avoid a reserve fund.

If at all possible, it is suggested that an absentee ballot be used. This gives an absentee owner the right to vote his own preference in the matter.

The monitoring of all voting procedures, including counting of ballots by an outside third party, will afford even greater protection of all owners.

CONDOMINIUM TREASURY - The receipt and handling of condominium funds should be number one on a good management list. Unfortunately, at most complexes, it is not even a five. I can think of no other business where abuse is so rampant and concern so low.

The most widely accepted method of controlling the flow of monies is an annual audit by a Certified Public Accountant. Again, there is always a group of owners in almost every condominium that will argue it is cost-prohibitive.

Since the cost of this service is divided among all owners for the protection of all their funds, this argument holds no water.

To the contrary, boards of directors have relished the freedom to spend condominium funds without being held accountable. I consider it a poor and dangerous business practice in a condominium corporation that can change management every year.

QUIET PLEASE - It is easy to see just about everything you would be interested in when looking for a condominium to buy. Almost every purchaser neglects to satisfy his other most important sense -hearing.

Visiting the complex at night will reveal almost as much information as your daytime tour. Acceptable day sounds may be more than a little irritating at night.

Check the distance from airports, railroads, hospitals, or industrial parks. Any of the aforementioned is capable of producing enough noise pollution to make life miserable.

Aircraft jet engines, locomotive air horns, ambulance sirens, and tractor-trailer diesels can be nerve-racking at 3 A.M. (noise travels greater distances at night).

SECURITY - Although we realize that crime cannot be eliminated, we know it can be controlled. Law enforcement agencies have consistently considered adequate lighting the number one deterrent.

During your nighttime inspection, check the security lighting inside and around the buildings in the complex. Are bulbs burned out? When do the lights go on and off?

At some budget-conscious condominiums, the automatic lighting timers are set to go off as soon as the Directors retire for the evening.

TRASH STASH - Although it may seem minor, the location of the building's garbage room should be carefully investigated. The insect population breeds like wildfire under proper conditions.

At one condominium, in the heat of the summer, trash collections were reduced from three times a week to twice a week, because many apartments were occupied only during the winter season.

By allowing the trash to accumulate, it didn't take long until the entire building was infested with cockroaches. The \$12-per-month savings that the board of directors was patting itself on the back for turned into hundreds of dollars for extermination.

Do not accept a unit owner as a professional exterminator. At one condominium, a golfing buddy of the complex president was paid \$50 every month for a half hour's spraying.

Only the threat by one unit owner to have the unlicensed sprayer cited forced the Board to contract a professional service. The cost to have it performed by a licensed, bonded, and insured company was only \$35 per month. It is not worth the small amount of money involved to jeopardize the equity of all owners.

VIEW FROM THE TOP - There is a saying among real estate people that the three most important items to consider when buying are location, location, and location.

Sunshine is Florida's greatest selling feature, but keep in mind that it beats down 10 to 12 hours a day on every roof. A top floor apartment may offer a spectacular view, but it will cost more in higher bills for air conditioning to keep it cool.

If a roof leaks, you will be first to know, and suffer the potential water damage. Many buildings also mount the air conditioner compressors, elevator motors, and other possible noise irritants on the roof.

PAY ATTENTION - Sometimes, it can be just one small item that will help make the decision to buy or not to buy. It only takes a moment, but could result in the garnering of some important information.

The bulletin board is usually located near a complex's mailboxes, and should be given a quick check while touring the premises.

At one condominium, the Board posted the cost of a legal action against one of the owners. The settlement called for owners to pay off a loan for the next three years. If you are going to buy, make sure you ask whether there are any outstanding liabilities you will have to assume as a new owner.

WHERE IS EVERYONE? - Because of the many problems related to poor management at condominiums, recent surveys have revealed that part-time occupancy is a major contributing factor.

A professional management group has stated that "any complex with more than 20 percent part-time owners can expect to have difficulty in operating."

There is no easy way to ferret out this information other than to ask.

A chat with the postman or newspaper delivery service may help.

HINDSIGHT - It's 1985, and a fact of life is that if the condominium does not have 24-hour security, you are swimming against the tide.

The loudest argument heard at condominiums lacking security is "We can't afford it." If you are here to enjoy the sunshine and good life, "YOU CAN'T AFFORD NOT TO HAVE IT."

HOT TIN ROOF - While not high on the list of decision-making, old-timers will admit, if they had to do it all over again, they would love undercover parking for their autos.

Florida sunshine is unforgiving when it comes to shiny metal car paint. Don't take for granted that this type of amenity, when seen, is available.

There may be a waiting list for limited spaces or a monthly charge for its use. When in doubt, get it in writing.

EAST IS EAST AND WEST IS WEST - It is interesting to note how much time people will spend in selecting a seat to view a movie, but will not give a second thought when buying a

condominium. Very few things in life can be guaranteed not to change. One of them is where the sun will rise and where it will set.

If you enjoy sleeping late in the morning, take a western exposure. Early risers, who love to see the glistening dew on the grass and greet the dawn of a new day, should choose an eastern view.

CHEAP IS DEAR - Here again is a potential for future assessment. Do not be afraid to demand answers for questions regarding previous maintenance and current structural conditions.

Don't be fooled by the current monthly maintenance cost for each apartment. Ask if there have been previous special assessments, and if so, request an itemized listing.

For whatever the reason, it seems that low maintenance has been touted as a selling feature at condominiums. Many Directors elect to make multiple special assessments during the year, so that it will seem more attractive to a potential buyer.

At one condominium, the board has delayed having buildings tented to eradicate termite infestation for five years. The original estimate of \$22,000 in 1979 has increased to over \$30,000 in 1985.

Delaying the work, plus damage being caused by these voracious creatures, added to increasing estimates, and will ultimately be paid by someone.

Don't expect either the seller or the Board of Directors to voluntarily inform you about it. "Caveat Emptor," let the buyer beware.

FORMOSAN WHAT? - In any subtropical climate, all types of insects abound. The infestation by termites is particularly prevalent in Florida. There is now a new super termite, called the Formosan, which eats through lead, plaster, creasote, and plastic.

Eradicating these destructive creatures properly is an expensive matter. At this writing,

there is no 100 percent-effective method that will do the job.

Protect yourself by requesting a termite guarantee, or at the very least, an affidavit, attesting to a recent inspection.

THEY'RE NOT ALL IN THE CIRCUS - The surest way to find out if pets are residing at the condominium is to ask. In many cases, the original developer had given permission to keep a pet in order to make a sale.

When the owners' association takes over management of the complex, a bylaw prohibiting pets is usually adopted. Some condominiums permit pets, providing they do not exceed a certain size or weight.

Whatever your preference, remember that Florida is also flea heaven. These hardy little pests are not easy to get rid of, and in some cases their bite can require medical treatment. Check this potential problem very carefully. Better to be safe than sorry.

WHY CAN'T THEY BE QUIET? - Much like cats and dogs, children have been the bone of contention since the beginning of condominiums. Only by carefully checking the documents will you find out their legal status.

Some condominiums limit residence by age, while in other cases restrictions govern how long they can visit or stay as guests.

The intricacies of determining children's rights should be fully investigated if it will concern your lifestyle.

Keep in mind that no matter what the current policy of the condominium, a newly elected Board can, by a vote of the majority, completely reverse the rule.

In cases where the Board members are anti-children and cannot get a majority to back them,

they will do everything within their power to make them unwelcome.

At one condominium, the pool heater was turned off during Christmas holiday, making swimming impossible. Special rules can be put in effect by the Board without vote to restrict the activities of visiting children.

The only nice, well-behaved grandchildren always seem to belong to the owners who want rules to keep everyone else's grandchildren out.

SEND THEM TO A MOTEL! - Because there are many owners who use their condominiums only by the season, a practice of allowing friends to use it has become common.

Many condominiums, in order to discourage a hotel atmosphere, have enacted new rules that prohibit the occupancy of a unit when the owner is not in residence.

Remember, when you purchase a condominium, you agree to abide by ALL legal bylaws in the documents. These can be amended and changed at any time by majority vote. The following is an example of a change made by a Board:

"OWNERS AND LESSEES NOT IN RESIDENCE MUST ADVISE THE ASSOCIATION OF ANY OVERNIGHT GUESTS PRIOR TO THEIR ARRIVAL, AND MUST COMPLETE A FORM STATING THAT NO FINANCIAL CONSIDERATION HAS BEEN RECEIVED FROM THE GUEST. IN ADDITION, THE GUEST ALSO SHALL SIGN A STATEMENT THAT THERE IS NO FINANCIAL CONSIDERATION BEING PAID TO THE OWNER. ALL STATEMENTS MUST BE NOTARIZED."

At another condominium, the board enacted a rule under the guise of building security:

"ALL OWNERS MUST REGISTER ANY OVERNIGHT GUESTS WITH THE BOARD OF DIRECTORS."

One owner received an unexpected visit from some out-of-town relatives, who were not permitted past the security guardhouse, because they had not been previously registered.

You can become excited, rant, rave, and jump up and down, but all to no avail. You say you'll sue? Ask a lawyer how much he wants in advance and how long until it gets to court.

Caveat Emptor

(let the buyer beware)

Do not think that having an attorney handle the purchase of your condominium will ensure protection of your rights. As one college law professor pointed out, the state of Florida does NOT hold attorneys accountable for failure to divulge any restrictions that could affect the ultimate use of your purchase.

In many cases, the condominium documents could contain as many as 300 pages.

The time and cost to have an attorney read and apply them to your lifestyle would be exorbitant.

The ultimate protection in the purchase of a condominium lies with YOU, the buyer. Relinquishing this responsibility could have dire consequences to your health and finances.

RAIN DROPS FALLING ON MY...

If the condominium is newly constructed, you may have a guaranteed roof. Check with the developer and ask for a copy of the certificate.

In an older building, you will have to do some research to determine the status of the roof. The average life span for a roof in Florida is somewhere between 15 and 20 years for one that has been properly installed.

Check to see if a roof reserve fund has been established and the current balance in the account.

By putting a few basic pieces of information together and asking some questions, you will get a good indication of what to expect.

CRACKING

While walking about the condominium grounds, do not overlook close examination of the common driveways. Worn blacktop and numerous cracks could be an indication of underground plumbing leaks or poorly compacted subsoil.

Large puddles of water will indicate poor drainage, soil erosion, and need for expensive regrading of driveways. Failure to provide or initiate remedial repairs could lead to a large assessment. Again, ask if a reserve fund has been established to meet this eventual maintenance work.

YOU'RE IN GOOD HANDS

Ask for a schedule of insurance policies covering the condominium buildings and common elements. Some Boards of Directors consider economizing on insurance as an easy method of keeping monthly maintenance payments low.

One Director undertook the responsibility of getting insurance estimates and authorizing new coverage. The complex contained five buildings that had been previously insured for \$1 million each.

Since the buildings were interconnected by walkways, this director advised the insurance

company that it was ONE building and had it insured for \$1 million.

This asinine bit of folderol went on for four years before a new Board of Directors discovered, and corrected, the premeditated fraud.

Had a major loss occurred during this period, 200 owners would have been left holding the bag. This case gives more reason for keeping Directors from serving more than two consecutive terms in office.

Beauty is in the Eye of the Beholder

Another indication of whether the property is being properly maintained is easily seen in the condition of the landscaping. If the trees, plants, and grass are in poor shape, it is a sure sign of lack of pride and/or funds.

Other indications of the quality of maintenance can be found by inspecting the hallways, laundry rooms, and trash bins. The result of economizing in maintaining these areas will be quite evident.

Sorry, No admittance

If, during your tour of the common elements, you have seen anything that raises the slightest doubt in your mind, ask to attend the next Board meeting.

Do not consider a purchase if you are refused admittance for any of the following reasons:

- a) Open to owners only.
- b) Private business being discussed.
- c) You wouldn't understand what is happening.

- d) We don't know when the next meeting will be held.
- e) Why do you want to attend?
- f) It's against the law to let you attend.

If your request is granted, it is here that you will see the actual workings of the concept of self-government. Check the percentage of owners that come, and consider 10 percent or less as a sign of apathy, the forerunner of neglect.

Observe how the meeting is held and the interaction between owners and Directors. If you can see yourself participating in these important functions, your decision to purchase will be easier.

INDOOR POOLS

Since much of Florida's land is only a few feet above sea level, the remaining areas are called "flood plains." During heavy rains, hurricane conditions, or abnormally high tides, many low-lying areas are under water.

To determine how the complex you are thinking of buying will fare is easy. You need only request the property elevation from the developer or local government's building department.

Occupying an apartment on a high floor still does not exempt your expensive auto from flood damage.

NEPOTISM

Placing relatives on the payroll of a condominium, no matter what their qualifications is a practice that should be avoided. Maintaining an arms-length distance with ALL contractors is of prime importance. There should be no need to go into the obvious problems that can surface in allowing "family" transactions.

To prevent this from happening, I suggest that the condominium documents be amended to prohibit such practices. Entrusting the financial or physical maintenance of multimillion dollar facilities is a serious matter that should receive commensurate attention.

Community K.P.

It is extremely important to visit and inspect the condominium grounds. If there are unit owners doing maintenance work, such as weeding, painting, or sweeping, you could be buying into a "handyman's hell."

You may be expected to perform janitorial duties or face the cold shoulder treatment from your neighbors.

At one condominium, the resident Mrs. Clean prides herself in scrubbing out the dumpster garbage room. She retains her seat on the Board of Directors by constantly degrading other unit owners for their lack of cooperation.

Snowbirds gratefully leave her the keys to their units and rest assured that she will have them clean and ready when they return.

Handing over their proxy each year is a cheap price to pay for this valuable service.

More Than Meets the Eye

Look at the apartment balconies. Are they being used to dry laundry, store bicycles, or other unsightly castoffs? Some people may not care. Would you?

Visit the clubhouse, swimming pool, sauna, and tennis courts to see if they are being properly maintained. At my condominium, a "temporarily closed" sign had been posted on the ladies' sauna for five years.

Are there any lawsuits pending or liens filed against the condominium property? Besides buying an apartment at a condominium, you are becoming an equal partner in whatever obligations have accrued to ALL owners of record.

A legal settlement by a board of directors obligated ALL owners for three years of interest payments of \$18,000 per annum, plus a \$40,000 balloon payment at its conclusion.

Ask to see a copy of the Declaration of Condominium. This will tell you what your legal rights and obligations are, as well as your responsibilities as an owner.

Remember! They are not set in concrete and can be amended or expunged at any time by the required minimum vote of the owners. More than one owner has found out too late that failure to carefully read these documents has made his purchase a disaster.

One couple did not take the time and found out after they moved in. Strangers were going in and out of neighboring apartments almost every week. Their complaints to management brought the response, "Read your documents."

They quickly discovered a legal bylaw that permitted units to be rented as frequently as every seven days. More than half the units had been purchased by investors who sought to amortize their investment through maximizing rentals.

There is no shortage of condominium owner hindsight at Florida's once fastest growing lifestyle.

Twenty-Four-Hour Headache

If there is vacant property adjacent to the condominium, it is important to determine its zoning for future use. You may discover too late that

you will be living next door to an all night convenience store or industrial park.

This is no small matter, and if the situation arises, I would suggest that all inquiries and responses be in writing. You must realize that any municipality can rezone land without your consent.

It Could Happen

Visit the condominium office. Are the books and records kept in an orderly fashion or does the office appear to be a local hangout?

Inquire if there are planned activities, such as shows, bingo, or trips.

Is your prospective apartment near the swimming pool? Will the noise generated by people playing tennis, shuffleboard, or washing autos bother you?

At one condominium, a car-waxer showed up every weekend at 8 A.M. to conduct his business. The stream of water striking the car hubcaps sounded like rain beating on a tin roof.

His vacuum and radio annoyed working owners who looked forward to sleeping late on weekends.

Complaints to the Board brought a response that the service he was providing for the majority of owners outweighed the disturbance of a few. Guess whose cars he was working on?

Another Board of Directors turned down the request by tennis players to begin at 8 A.M. The players collected proxies and electioneered to get owners elected who were favorable to their demands.

Read All About It

Does the condominium have a monthly newsletter? Lack of communications is probably the

greatest cause of disharmony. Ask to see a few recent issues and read them objectively.

Is it reporting only good news? Is it being used as a device to insult and harass selected owners?

Is it being distributed by the Directors to pat themselves on the back? Does it make a point to applaud volunteers and denigrate others who "don't help out?"

The Price Is Right

Is your purchase worth the asking price? A computer print-out from a local realtor will reveal the last price paid, as well as the most current purchase figure.

It also will give you the assessed valuation and the taxes. If you are able to secure a print-out of all units in the complex, you will see the number of out-of-state owners.

Remember, if more than 20 percent of the apartments are used by winter visitors only, you may have management problems.

Think Twice About The First

Just as a top floor apartment has certain drawbacks, so does a ground floor unit. Whether the problem is structural or caused by other owners, the proliferation of plumbing backups in condominiums is well documented.

It could be grease congealing in the sewer lines, or as in one condominium, a pair of shorts, belt and all. The cause to you is important, and the effect will long be remembered.

This is especially true if you are away for a period of time, and raw sewage saturates your

carpeting and furnishings. Whether the complex is old or new, there is no guarantee it cannot happen.

Those residing on the ground floor will always suffer first. An alarm has just recently become available to warn you before the toilets back up.

The company marketing the device says it is very unnerving to realize that all the floors overhead might empty their sewage into your apartment.

The \$3,000 alarm is for people who would rather solve their problems before they wade in them.

Read and Heed

Anyone purchasing a newly built condominium in Florida should carefully read Chapter 718, Section 302, Florida Statutes (1984). It is important the buyer understand that he will be under the control of the developer until:

- A) Three years after 50 percent of the units have been conveyed to buyers.
- b) Three months after 90 percent of the units have been conveyed to the purchasers.

Since the declarations were written by the developer to ensure control, you will find that you have few, if any, rights in protecting your investment.

Remember, most builders secure financing to develop property. These loans are repaid with interest through the sale of completed units.

If the real estate market is soft or the lender is pressing the builder for repayment, there will be a tendency for him to ease restrictions. Exclusion of pets may give way to admission of small pets.

Continuing slow sales could bring larger pets, trucks, vans, motorcycles, or boat trailers.

A planned, adults-only community may yield to children over 12 years of age. Then again, there may be no child restrictions at all.

At one luxury condominium development, an entire building was sold to an investment capital group that remarketed the units as tax shelters.

The investors had no intention of ever occupying the apartments, and they became yearly rentals. Don't be misled into thinking your purchase is secure because the developer lives in the complex.

It is probably the most misused sales ploy ever devised for putting potential buyers' minds to rest.

If you were the developer, would you subject yourself to the multiple confrontations that are bound to occur with owners? Your decision to purchase should be made objectively with foresight, not subjectively with hindsight.

FINAL WARNING

Do not allow yourself to be intimidated by the land of perpetual sunshine. It is your money and your lifestyle that should be placed above all other considerations.

Never, ever consider purchasing without seeing the property. Buying something because it is cheap is like stopping a clock to save time.

There are over 15,000 owner associations in Florida, and two million people living in condominiums. The reported influx of 1,000 new residents each day adds to the financial burden of the already over-taxed populace.

As the average age of retirees continues to rise, ancillary services (hospitals, police, and fire) all will require further funding through more taxes.

The "good old days" of low-cost living that Florida was founded on are gone forever. Those who come looking for a "free lunch" will be sadly disappointed.

Get In Line

Living in a condominium does require some minor inconveniences. Owning an automobile was once considered to be convenient transportation. How much inconvenience will you put up with for your convenience?

The following notice is received each year by the owners of a condominium:

ATTENTION RESIDENTS

The time has come to revalidate resident ID cards, and to issue new auto windshield stickers. The program is set for a one-week period Monday, June 11, 1984 to Friday, June 15, 1984, in the main clubhouse from 8 A.M. to 4 P.M.

Please check the schedule below to determine which day your area has been scheduled. Please note that Friday, June 15, has been set aside for all residents who could not come on their assigned day. Rules and regulations applying to the issue of validation stickers are listed below. THEY WILL BE STRICTLY ADHERED TO, SO PLEASE READ THEM CAREFULLY. We have separated auto sticker rules from ID rules. If you do not own an automobile, please be sure you are reading under the proper heading.

ID CARD VALIDATION STICKERS

1. All ID cards presented for validation must have a superimposed "D" in the center, must have a red photo background, and the names must correspond with ID office records.
2. Each resident ID card holder must appear in person to receive the validation sticker. NO EXCEPTIONS WILL BE MADE. We will match each person's face with the picture on the card.
3. Renters will not receive validation stickers since all lessee ID cards have an expiration date in the center.
4. Only a designated staff member at each table will be allowed to remove the old sticker and place the new validation sticker on the ID card.

AUTOMOBILE WINDSHIELD STICKERS

1. Only two auto stickers per apartment may be issued. The resident owner must produce a

registration certificate for each automobile in the resident owner's name. Only privately owned automobiles will get a sticker. Stickers will NOT be issued to leased or rented cars.

2. LONG TERM LESSEES RENTING FOR ONE YEAR OR LONGER: You are entitled to an auto sticker, but the procedure is different, and can only be processed at the ID office window. In addition to your auto registration, you will need a notarized letter from the resident owner relinquishing his sticker privileges for the duration of the lease.

3. Auto stickers WILL NOT be issued for the following: trucks, vans, two-wheeled vehicles (such as motor scooters, mopeds, cycles, etc.).

4. IMPORTANT REMINDER: When selling, trading, or disposing of an automobile, the sticker must be removed and returned (regardless of condition) to the ID office. Another sticker will then be issued for the new car, when the owner produces a registration certificate to the new car.

ATTENTION ALL DIRECTORS

RETURNING RESIDENTS: Residents who are returning to the condominium after the scheduled period in June may come to the ID office Monday through Friday ONLY between the hours of 9 A.M. and 12 noon and 1 P.M. and 4 P.M.

You would be in a helluva fix if your car was stolen. I can see the advertisement in the newspaper: REWARD for return of my condo auto sticker. Keep car, no questions asked.

Auto-Topsy

There is probably no other single cause celebre that will bring a condominium owner's blood to a boil quicker than to find a strange automobile parked in his reserved space.

When a condominium is purchased, a plot of land located somewhere on the common elements is assigned to the buyer and designated as a reserved parking place for his exclusive use.

This small, insignificant piece of blacktop has become the battleground for more disputes than anyone could imagine. One owner, who had retired

and enjoyed sitting on his balcony daily, defended his parcel like Custer's last stand.

An auto that he did not recognize pulled into "HIS" space one sunny afternoon. As the driver exited the vehicle he heard a voice call down from a fourth-floor balcony.

"That's my space you're in, and you had better get out."

Not realizing that the message was meant for him, the visitor proceeded to walk around his car to open the passenger door.

Racing down the three flights of stairs and out to the parking area the aggrieved owner began to chastise this violator. He ranted about how it was illegal, inconsiderate and a violation of condominium rules to park in "HIS" space.

Bewildered by this seemingly unwarranted verbal attack, the car owner tried to explain that he was only dropping off another unit owner who had been hospitalized.

No matter, the space owner continued, not caring to hear this simple explanation. He told the visitor that if he did not move his car out of there immediately. "I'm calling the police." The owner wasn't fooling, and proved his point by shouting and waving his arms in a wild manner. The auto owner, seeing that no amends could be made, helped his passenger from the car, and drove off.

Flushed with victory, the condominium owner was walking toward the elevator to return to his apartment when he keeled over. He was the victim of a heart attack.

The paramedics carted him off to the hospital and he departed this world a few days later.

It is hard to believe, but 100 percent true.

Walking Tall

An ex-director, impressed with the power of serving on the Board, related an encounter he'd had with the complex' manager.

He had demanded that the pool maintenance man be told not to park in the ex-director's assigned space when working at the condominium.

The manager explained that the serviceman was only there for a short time and really wasn't causing any inconvenience. This reply did not suffice, and the owner chastised the manager for not doing his job.

The discussion grew more heated when the manager said he wasn't being paid to supervise the parking area. The former Director called him an incompetent and shouted other invectives. This brought a quick defensive retort from the manager that the owner was an "old son of a bitch."

Now the battle lines had been drawn, and the ex-director was going to see that this employee would pay for his verbal insults. He related to me how he went to file a complaint with the Florida Division of Land Sales and Condominiums that would fix the manager good.

"You know," he said, "the State office is over four miles from here and I had to take two buses to get there, since I don't own an automobile."

CAT O' NINE TALES

Everyone said it couldn't happen at their condominium and they were right. It happened at mine! My Board of Directors amended the bylaws to our documents without notifying the membership.

Although the laws governing condominiums specifically state that a vote of 66 2/3 percent (or as stated in the declaration) of the owners is required, none was taken.

On March 3, 1981, the treasurer and secretary typed this list of restrictive bylaws on condominium stationery:

*River Terrace Condominium
3050 North East 16th Avenue
Fort Lauderdale. Florida 33334*

AMENDMENTS TO BYLAWS

March 3, 1981

No children under the age of 18 years.
No pets.
No renters.
No sale for one (1) Year.

Apartments cannot be operated as a business office.

No business associates, friends, or persons other than those declared as legal residents, are to occupy the apartment in the owner's absence.

New owners are not to expect to exercise the same privileges as the owners who are still under the Grandfather Clause.

STATE OF FLORIDA
COUNTY OF BROWARD

IN WITNESS THEREOF, we have hereto set our hands and seals

This 3rd day of March, 1981.

RIVER TERRACE CONDORMINIUM:
ASSOCIATION, INC.

They hand-carried this obviously fraudulent paper to the County clerk's office and had it registered.

When rumor of what they had done reached me, I immediately obtained copies at the courthouse. Having attended all the condominium meetings, I knew what they had done was illegal.

On March 7, 1981, at the annual election of Directors, I brought the matter to the attention of all the owners present. Because the Board and I had been at odds, my statement was not well received.

Since I was in the process of filing a complaint with the State concerning other violations, I just added this latest one to my list.

While gathering information to support my charges, I heard that a buyer for one of the units had been rejected because of a cat.

A short time later, a unit owned by the current President was reported as having been sold. The coincidence aroused my suspicion.

I asked that a registered letter be sent to any person who bought an apartment during the interim period. This would serve to notify all buyers that, although the condominium had no bylaw barring pets, a change was in the process of being filed.

As in the past, the Board members were unable to differentiate between good business sense and personal differences. For whatever the reasons, my suggestion was not acted upon.

In May 1981, the owner who had purchased the ex-president's unit moved into the building.

Because of an investigation into my complaint by the Florida Division of Land Sales and Condominiums, my status had deteriorated considerably.

The Directors advised that I would imminently be the object of a lawsuit. In a letter dated June 29, 1981, the Board told owners that the condominium attorney advised the expunging of these illegal bylaws.

In March 1982, someone told me of an owner who had a cat in the apartment. I knew that making it public would force the Board to take a position. How could they pursue harassing me and ignore this major violation?

At the April 3, 1982 Association meeting, they reported the cat situation to the members as if it had just occurred (I was to discover later that they had known about it for some time). Revealing the cat

owner's name confirmed what I had only surmised a year ago.

On December 1, 1982, the condominium attorney filed suit to have the cat removed. I secured a copy of the complaint from the courthouse to see what was being charged.

It stated that the cat owner was in violation of the fraudulent bylaws filed on March 3, 1981. Either the condominium lawyer had a bad memory, or he didn't count on me to look over his shoulder.

He was boldly accusing this owner with violation of a bylaw that he himself declared unenforceable. The legal papers filed to revoke these bylaws were prepared and signed by him on June 19, 1981 (see exhibit).

EDWARD R. R-----
ATTORNEY AT LAW
2870 E. OAKLAND PARK BLVD.
FORT LAUDERDALE, FL 33305

REVOCATION OF
AMENDMENTS TO BY-LAWS
OF RIVER TERRACE CONDOMINIUM

BEFORE ME, the undersigned authority personally appeared Rocco A. M-----, as President of River Terrace Condominium, who after being by me duly sworn deposes and states:

1. That on or about March 3, 1981, purported Amendment to By-Laws were executed by Margaret K. S-----, as Secretary, and Evelyn M. S-----, as Treasurer of River Terrace Condominium.
2. That said Amendments to By-Laws were not passed pursuant to Article VIII of the By-Laws, and no Notice of the Meeting nor any meeting of the members was held for the purpose of voting upon said Amendments.
3. That said By-Laws were recorded in error in O.R. Book 9442 at Page 355, of the Public Records of Broward County, Florida.
4. That on or about March 2, 1981, a purported Amendment to the By-Laws was recorded in O.R. Book 9440 at Page 129, of the Public Records of Broward County, Florida, however, Article IV of said "Amendment" was not passed pursuant to Article VIII of the By-Law and no Notice of meeting nor any meeting of the members was held for the purpose of voting upon said Amendment.

5. That said aforementioned Amendment (Section IV), to the By-Laws is null and void and of no force and effect.

FURTHER THE AFFIANT SAYETH NAUGHT.

Witnesses:

ROCCO A. M----- as
President of River Terrace

Sworn to and subscribed
before me this _____
day of _____, 1981.

NOTARY PUBLIC

Although his original lawsuit against the feline owner was filed on December 1, 1982, it still has not been set for trial.

For those so fortunate as to have never gone through the court system, an explanation is proffered. In order to keep a case active on the docket, it is necessary for the complainant to file some legal motion before one year has expired. If nothing has been done for one year, it can be dropped from the court calendar upon request of the defendant.

I believe the Board would prefer not to go to trial, but it cannot afford to lose face, or another lawsuit. To settle out of court would necessitate that they meet the demand of the cat owner to issue a public apology and pay all legal fees.

This situation leaves the Board between a rock and a hard place. It is this type of Board-vs-owner dispute that is becoming the rule instead of the exception at condominiums.

Here is a lawsuit where innocent owners can be assessed for payment of legal fees they had no part in creating. When I reflect on the three lawsuits I was involved in and my successful departure from condominium life, I count my blessings.

Remember! In some countries, you are TOLD to attend meetings, not asked. The government you get is the government you deserve. The choice is yours!

MONDO CONDO

Purchasing a condominium is, in many ways, worse than playing Russian roulette. (That's the game where you place one bullet in the gun's chamber, spin it, put it to your head, and pull the trigger).

In buying a condominium, you agree to abide by rules that may be non-existent at the time of purchase but can be implemented later by a majority of your Board members.

With Russian roulette, you at least know two things: (1) the odds of losing; and, (2) if you do blow your brains out, it will be with your life savings still in the bank.

Most sales pitches for condominiums include the mention of your new "neighbors."

Webster's Dictionary defines the word neighbors as "friendly" or "social." A more fitting translation for condo life would be CO-OWNER, because no one will guarantee that the person buying next door won't be a homicidal maniac or worse.

Of course, in "advertising land," truth, lies, and misinformation are packaged in one box called "buyers' dreams." Remember that those owners, who continually try to establish more "RULES" to make condominium life happier, usually want to be the "RULERS."

It is unfortunate that a communal concept, so inherently simplistic, could be so shattered in less than two decades by a vocal minority.

But, then again, look at what has happened to "DEMOCRACY" in just over 200 years.

Where Men Are Men And Sheep Know It

Attorneys and politicians, like the barnyard bull, see a whole new market of clients and voters whom they are eager to service.

One ambitious and energetic law firm has signed up 40,000 members for a condominium lobbying group. Do not take this organizing of owners lightly. It has been reported that 200,000 will be in the fold within a year.

By focusing attention on the purported abuses that condominium owners are suffering, the founding legal fathers hope to ensure a never-ending supply of affluent clients.

The recent opening of a bank, whose principals are also involved in the lobbying group, will make the transfer of condominium funds even easier. (MasterCard not accepted...yet).

Individually, the condominium owners who would fall for this ploy are only of moderate means. Collectively, their associations have treasuries of unlimited funds.

Keep in mind that, according to the latest statistics, there are over 622,000 attorneys in the U.S.A. That is one lawyer for every 400 citizens. In Japan, the number of attorneys per person is one for every 10,000.

The modus operandi of these power-hungry, self-styled "saviors" differs only slightly from the standard call to arms. Their rallying cry sounds all too familiar: "WE MUST ORGANIZE TO PROTECT OURSELVES FROM THE BUREAUCRACY THAT THREATENS OUR PEACE AND SECURITY."

It is never clearly explained just who this terrible enemy is. Could it be the crooked politicians who are raising our taxes? Or perhaps the shyster lawyers who are keeping criminals out of

jail. Or maybe recalcitrant owners who smell a rat in this self-serving scheme, and must be silenced?

What are the ingredients in this lobbying organization? They are leadership, financing, communication, and lust for power. This brings us full-circle to the legal and political moochers who will profit most from its creation.

For it is they, in their chosen profession, who will earn their keep by feeding off its members. Those condominium masses represent the largest single group available and willing to relinquish their rights for promised "peace and security."

To fuel the initial start-up costs of organizing these apathetic "pigeons," none has more seed money available than the legal and political machines.

It is not difficult to see that the return on the investment can be enormous. Pick up a daily newspaper anywhere to confirm that legal and political news are prime subjects for filling blank space.

Getting the word out to foster their well-planned organizing of "CONDO LAMB" dwellers is child's play to these professional opportunists.

As for the fuel that drives this machine forward, you can be assured that unlike oil that converts to gas, it is in unlimited supply.

The game is the same. Only the leaders' names and professions have changed. It is called "redistribution of wealth," taking the money out of your pocket and putting it in theirs. Think of it more graphically as Robin Hood in reverse.

As the power-grabbing mechanism begins to roll, only one ingredient will be changed - "FINANCING." Once firmly entrenched, the leadership will unplug the intravenous lines from their own money bank into the condominium treasury.

As in other political structures, those paying for the sustenance of the organization will have the least to say about the leadership.

The lines of communication will always be controlled by these charter manipulators to ensure the perpetuation of their regime.

As usual, the insatiable lust for power will have to be nourished by an ever-growing constituency of new members recruited by already shorn "condo lambs."

It doesn't make common sense that supposedly educated, intelligent people will continue to fall for this "pie in the sky" rabble disguised as the "guaranteed good life." But, as it has been noted previously, where is it written that it must?

INTERPRETATION IS EVERYTHING

At one condominium, the board is constantly impressing upon the owners how wonderful life can be if everyone would observe the four Cs. COOPERATION, CONSIDERATION, COURTESY and COMMUNICATION.

After close examination of how the board was managing the complex, a different translation of these words was discovered.

To the board members, "cooperation" meant that YOURS was expected 100 percent but not theirs.

The word "consideration" was their way of demanding that YOU do as they say and not as THEY do.

Your stepping aside to allow them to do whatever they damned pleased was the "courtesy" they were talking about.

"Communication" was the Board members' expectation that YOU obey, to the letter, any

communiqué they issued on how your life was to be governed. THEY, of course, are not required to answer any of your inquiries.

THE TRUE 69 C'S OF CONDO LIVING

The Conflict at Condominiums is Caused by those who Calculate to Connive and make Conflict in a Cacophony of sound without Conscience and not Caring about the Consequences of who is hurt, they Contaminate the Community Contemptuously in a Crude and Corrupt manner, Conspire to Control the Complex even though they are not Capable, they Compel people who do not Comprehend or Complain, that their Conduct is only Concern for their neighbors, but Conceal facts and Condemn others while Concocting and Circulating lies to force Collapse by Collusion in Coercing owners to Combat each other and Clash in a Cunning but Clever way to Clog and Circumvent democratic methods that the "Clique" with Chicanery hold owners Captive and Confuse the issues by Circulating Cynical missives that Contradict the sense of peoples' fair play without Compassion, to Convolute the lifestyle that would be Correct if a Chance was given to all and Complicity was not used to Cause Catastrophe by Contriving to Contort all that is Contrary to Coexistence with Cheap verbal Clutter designed to Cheat and Confound Confused resident owners Caught in a Calamity that is Calculated to foster Chaos and Confound issues by Cynical rabble-rousers who Churn dissent so as to Contaminate and Capsize the majority's desire for harmony.

DID HE REALLY?

W.C. Fields once commented, "There are eight orifices in the human body, except in attorneys, who have nine. The extra one is to stuff money in after they have filled their safety deposit boxes."

TEN COMMANDMENTS FOR HAPPY CONDO LIFE

If you have read this far and still feel that life in a condominium is for you, then the following edicts will help you survive:

1. Thou shalt not attend meetings.
2. Thou shalt not sign petitions.
3. Thou shalt not covet friendships.
4. Thou shalt not be a volunteer.
5. Thou shalt not have guests.
6. Thou shalt not vote.
7. Thou shalt not join the "clique."
8. Thou shalt not complain.
9. Thou shalt not think logically.
10. Thou shalt not use common sense

The Proxy

The single most destructive weapon against achieving some form of democratic government at condominiums is the "proxy." There are many arguments for and against the purpose it serves.

The Florida statutes that relate to condominiums provide for voting of unlimited proxies. All the theories that have been presented in praise of the proxy do not, in fact, come to pass in reality.

First, you must consider that most condominiums are only 50 percent occupied on a

year-round basis. This divides most condominiums into natives and snowbirds. Since the winter visitors are not available to participate in the daily management of the complex, it is the natives who are the directors.

When the politicking for election of condominium officers begins, the snowbirds are the single most important asset for those seeking to be elected. By playing your cards properly, it is no problem to secure an avalanche of proxies.

The methods are simple. Offer to check on the snowbirds' apartments while they're up north. Offer to drive them to the airport and pick them up when they return. If they leave an auto in Florida while they're away, offer to start and run it occasionally.

How could anyone refuse to turn over his proxy to a neighbor who shows genuine concern? It's easy to find out. Just turn down the proxy seekers once and watch the sparks fly.

Those who seek proxies are not always politically motivated, but, as in all party affiliations, they must secure a sufficient number to prove loyalty.

It doesn't take much imagination to see the havoc that can result by allowing one unit owner to vote an unlimited number of proxies.

At one medium-sized condominium of 120 apartments, an owner showed up on election eve with 105 proxies. Once this perverted system of electing Directors is established, it is almost impossible to break.

There are other ways to control condominium elections, and I will mention just a few: allowing the current Board to appoint election monitors; miscounting ballots is considered an honest mistake at condominiums, allowing the current Board to appoint the nominating committee, which can tilt the results, and lack of approval by this committee,

which can prevent a potential candidate from being placed on the printed ballot.

Of course, state law does provide for nominations from the floor on election day, but how are the absentee owners supposed to know that?

The tampering with proxies by erasing, crossing out, or changing the owner's votes also is accepted as OK by incumbents, especially when your friends are counting the ballots.

These are only a few of the methods devised to perpetuate incompetent management. It never ceases to amaze me the lengths people will go to for a thankless, nonpaying position.

Some condominiums, recognizing the inherent disaster in unlimited proxies, are amending their bylaws to limit anyone serving on the Board to no more than two consecutive terms.

Don't celebrate too soon. The power brokers are already hard at work devising ways to circumvent the law. For starters, some condominiums, including the one where I lived, are proposing that the husband or wife of a serving Board member be allowed to run at the expiration of the spouse's term. What better way to ensure peace and harmony at "THEIR" condominium.

Volunteers

Probably no other facet of condominium living causes as many problems as the volunteer owner - Mr. Fixit..... In many cases, it leads to the establishment of a privileged class within the complex.

How many times can you walk around the condominium grounds? How long does it take to read a newspaper? How much television can you watch? How many trips can you make to see if the mail has arrived? How many shopping malls can you visit? How many naps can you take?

It usually begins innocently enough when people with time on their hands offer to perform some menial task. What eventually happens is that a dividing line is drawn, and those who do not volunteer their time are looked down upon as "shirkers."

It doesn't take too long for a volunteer to see himself as a savior of condominium funds that will benefit all unit owners.

For example, the person who roamed the complex grounds replacing burned-out light bulbs moves on to doing small electrical repairs.

Receiving recognition from the board for their good deeds strokes their egos and drives them on to even bigger projects. By circumventing the necessity to retain professional services, the board now relies on these "freebies" to maintain the common elements.

It ultimately becomes a double-edged sword. The Directors pat themselves on the back for staying within the budget, and the owners cheer the low monthly maintenance charge. It may seem far-fetched to those who have not experienced life in a condominium, but the following cases are all true.

At one condominium, an 86-year-old owner routinely climbed ladders to fix lighting fixtures.

Another 84-year-old owner volunteered to make nighttime security rounds, coming out each night after 10 P.M. to check and lock up the recreation facilities.

Vico Confino

3050 N.E. 16 Avenue, Ft. Lauderdale, FL 33334

December 23, 1983

River Shores Assoc. Inc
River Bend Club Committee Representatives
3000 N.E. 16 Avenue
Oakland Park, FL 33334

Dear Board & Committee members,

I must register my objection to the River Bend Club committee contracting with Mr. _____ (unit owner Bristol, _____ for security services.

To the best of my knowledge, Mr. _____ is 84 years of age, is neither licensed nor insured. This position requires him to "secure" the clubhouse area at 10 P.M. every evening.

Your contention that he is an independent contractor, thereby relieving the River Bend Club of liability is a thin veil of protection and should be verified in writing by our policy carrier.

If Mr. _____ should be injured during the performance of his duties, our coverage may be insufficient to cover a claim.

This in effect would make each and every owner liable for any additional award up to the value of their unit.

Please provide me with a copy of the contract the River Bend Club has entered into with Mr. Potler.

At this writing, I am concerned that you have created a potential liability affecting the equity of my apartment.

Your prompt written response is appreciated.

Respectfully,

V. Confino
Bristol 401

Cc
Mr. James Kearney
Florida Div. Land Sales & Condominiums

An owner, who had triple-bypass heart surgery, did maintenance on the roof air conditioners, climbing ladders and working in 90-degree heat on the roofs of the complex. If he was unavailable, the equipment went unserviced.

One owner in his eighties considered replacing 1,000 feet of underground sprinkler pipe, a challenge he said he needed to stay physically fit.

Another unit owner, concerned about lack of security at his condominium, took on the job of patrolling the grounds into the wee hours of the morning. His wife was busy conducting fire drills; publishing "HER" newsletter with a plethora of "I's" and "MY's;" and chastising and denigrating other owners who objected to having their lives disturbed by shouts from her bullhorn to evacuate their apartments in surprise fire drills.

However noble these volunteers are, and whatever position they take, it is the first step in fomenting discontent at a condominium.

A condominium is a corporation, and the corporation is a business, to be managed in a professional and competent manner.

"Everyone Knew Him And Liked Him"

Said a Condo Official

A recent newspaper story detailed the death of a condominium resident who was electrocuted while installing lights in the clubhouse.

Condo volunteers have created a ticking time bomb in attempting to help keep maintenance costs down. There are currently thousands of code violations in condominiums that were created by these "home handymen." Anyone familiar with condominiums has seen them scurrying around daily doing electrical wiring, carpentry, cement repairs, spraying deadly insecticides and who knows what else?

As time passes, the results of this unlicensed work will undoubtedly come home to roost.

REMEMBER! If your condominium's insurance does not have sufficient coverage to satisfy a court-ordered judgment, you could be held financially liable up to the value of your apartment.

Can you predict what price a jury might place on a person's life?

The Jurisprudence Express

The day before the trial in my lawsuit against the three condominium associations (for failure to maintain the recreation areas), I visited my attorney's office.

While I was reviewing the voluminous evidence that was to be presented to the jury I was handed a paper to sign.

The letter was a notification from my attorney advising that if the jury was to rule against me, I would be personally liable for legal fees in the amount of \$25,000. Since our client attorney relationship had been amicable from the inception of the litigation I was shocked at the demand made at this time. When I expressed my displeasure, he advised that he would not represent me at trial the next day if I did not sign it.

Having waited so long for my day in Court, I had no choice but to sign it.

It is no wonder that the public at large considers the judicial system a stacked deck, with the attorneys and judges manipulating the uninitiated client to provide an income that should be considered obscene in the way it is earned.

At one point in my litigation when pressed to come up with additional fees, I commented that I felt like I was on a honeymoon with my attorney and that I was the bride.

To believe that there is justice, in a system that is perverted and prostituted on a daily basis, is akin to thinking there is a pot of gold at the end of the rainbow.

Lest one be lulled into the false idea that prevailing in a lawsuit means you have won, it

cannot be further from the truth. There is, and always will be, only one winner in the overwhelming majority of litigations.

Don't jump to the conclusion that it will be your attorney. Remember, the losing counsel also will be reimbursed for his time and costs.

Being the victor in a lawsuit could be the stepping stone to bigger legal bills and more visits to the courthouse. Our democratic system provides for "APPEAL."

Since many of the lawsuits have gone on for some time, and no doubt personalities have become involved, losing is more than it appears to be.

The party who has lost will now suffer, not only monetary embarrassment, but more important, loss of face. The latter in our society is more difficult to accept.

Here is the fuel that drives the legal train forward to new, uncharted vistas. Hop on and try to enjoy the ride. Remember, you're paying for it.

As the appeal winds its way through the magical hills and valleys of the legal system, it must be constantly nourished. The shrill ring of your telephone, with the expected request for additional legal fees, will soon send shudders through your body.

Each station that the legal locomotive stops at will have a different name, like Motion to Dismiss, or Summary Judgment. Don't worry if the station has no name. There will always be an attorney waiting to punch your ticket and collect another fee.

Just when you think you're getting somewhere, the train pulls into a station called "CATCH 22." Something tells you, maybe it's best to stop now, but you realize that you can't get off and you can't stay on.

It is at this moment that you learn the legal monster you have helped create is feeding on you.

Principle, Integrity, and Honesty are not listed as any of the stops you will be making.

Remember, it's a court of lies, and the judge is there to decide who the biggest liar is. The ideals that brought you to this juncture are now like the puffs of smoke emitted from the legal locomotive that inches forward.

Perhaps there is a way to extricate yourself. You skip to the last page of the train guide, hoping beyond hope, that it will be named "Salvation" or "Justice."

No such luck. There is no listing of any name for the last stop, only a notation: "End of the Line."

So you've finally made all the stops on the Jurisprudence Express and now you've arrived at the last station. You're bewildered, and perhaps confused, but fortunately, there is an attorney present to consult.

He compassionately listens to your tale of the train ride you have taken. Then, in that all too familiar authoritative and confident manner, he directs you to the station master's office.

You try not to become too excited, but he has told you about a station named "HOPE," and you grasp at the opportunity. Oh yes, the station master acknowledges, there is a train leaving immediately.

You reach down into your pocket of rapidly diminishing resources and pay your fare with great exultation. Hurry, if you don't want to miss it, the train master shouts as he hands you a ticket.

You chase down the platform to get aboard, feeling like a kid out of school for summer vacation. As you take your seat, and look about to an almost capacity load of clients, you think how lucky you were to get aboard.

The Jurisprudence II leaves the station under a full head of steam, fueled by fresh fees. You begin to relax and watch the scenery go by. Then you look

at the ticket destination, and suddenly, time stands still.

Slowly you read its message. This ticket good for one ride to a station named "SUPREME COURT." Please do not forget to take whatever possessions you may have left when disembarking.

Damn, you mutter under your breath as you turn to a fellow passenger and ask, "Which way to the bar car?" What else can you do, when you find out there is no "HOPE?"

Face The Facts

If you are thinking of saving money by representing yourself in a legal action against your Board of Directors, forget it. Contrary to popular belief, not all judges will be sympathetic to your tale of woe.

They're equally not impressed by hordes of unit owners descending on the courthouse for a show of strength. And don't think you can intimidate the men in black robes by hinting you won't vote for them. As far as many of them are concerned, the frivolous types of condominium cases that are clogging up their courts do not merit their sympathy.

Can you imagine any judge (a former attorney) allowing an average citizen to prevail over a learned colleague? Miracles do happen, but don't plan on one.

DO NOT even think of filing a complaint with the court until you have discussed its merits with an attorney. Inquire if there is established case law that will support your position.

DO NOT go ahead without a written agreement stipulating fees and potential time frame. If you decide to go ahead, make sure he agrees to

furnish you with copies of all papers relating to your case.

Request that he first secure your authorization before incurring any major expenses. Placing all your faith and trust in his hands is not recommended.

You must bear the burden of continuing to inform him of facts that may help you prevail. You are only one of many clients whom he is representing.

Although it is expected that he will do an adequate job, he needs your concerned interest to do a better one.

Every citizen is entitled to his day in court, but in the final analysis, ask yourself a most important question: How much justice can you afford?

I SAY

"In every democracy, free speech is the cornerstone of its future success. To allow any individual or group to suppress this right by denying participation is to set in motion the vibrations of discontent that will eventually destroy it."

Vico

Watch Out

A great number of condominiums are passing amendments to their documents that either restrict or bar rentals. The restrictions vary from limiting rentals to no less than three months, to no rentals at all.

Some have variations such as permitting only one rental by the same owner of a unit. Naturally, someone who purchased a unit with the thought of

having the income amortize his investment until retirement now has a problem.

Likewise, if he purchased for all cash, his investment becomes a nonproductive liability. He is locked into paying maintenance, taxes, and assessments without an opportunity to recoup via rental income.

Somehow, the condominium subculture has created a scenario that people who rent are second-class citizens. The directors have chosen to isolate the few bad apples and represent to their membership that renters are "villains."

By focusing the attention of owners on this alleged undesirable group of residents, it conceals the Board's own shortcomings.

Just like Mr. Adolph Dictator, it enables Directors to rally the masses to initiate restrictive and discriminatory bylaws against a minority group. (Sound familiar?)

Placing the blame for uncorroborated acts of vandalism or nonconformity of rules on "renters" is an easy way for Directors to absolve themselves of the more difficult task of curing the illness.

The condominiums that are experiencing rental problems must realize that no amount of legislation or legal harassment will overcome bigoted, discriminatory shortsightedness.

Directors or appointed screening committees are charged with interviewing potential buyers as well as renters. If an occasional "bad apple" slips through, they can rectify the error by denying the renewal of a lease.

To penalize ALL owners for the failure of the Board of Directors to properly manage and protect its interests is a regressive act.

Condominiums are corporations chartered by the state and must be operated in a businesslike fashion to be successful.

Each and every human being who chooses to reside in a condominium must be afforded the same EQUAL RIGHTS and PRIVILEGES, whether they are an owner or renter.

To deny them this basic right by invoking restrictive bylaws only establishes a dictatorial platform that breeds divisiveness.

By promulgating fair and equitable bylaws that meet the test of reasonableness, the Directors will have taken a big step to establishing a harmonious atmosphere that all residents can live within.

Remember, today's renters are tomorrow's buyers, and by setting a good example, you will always have a good supply of nice owners.

Senile Semantics

Many grandparents at condominiums become upset or depressed because their grandchildren stop visiting. At the condominium where I lived for nine years, it became a fine art (by Directors) in finding new ways to discourage these visitors.

Probably, more than any other age group, children are sensitive to rejection. Why visit grandma and grandpa if you are not going to have a good time?

It took me a little time to see the pattern develop, but once I caught on to the Directors' game, it was easy to recognize. At Christmastime, when the kids came to visit, the pool heater broke down. Miraculously, it was back in operation on January 1st.

During the summer vacation, swimming at night was halted because the underwater lights needed repair. (How convenient.) The billiard room was locked after 4 P.M. and the air conditioner was out of order in the summer.

If the kids wanted to play shuffleboard, they had to search for someone to unlock the equipment cabinet. After failing to get enough owners to sign a petition limiting the hours when the children could use the pool, the diving board was removed.

If, as they proclaim, it was broken, why didn't they buy a new one? It was impossible to stop owners' grandchildren from playing on the miniature golf course, so they just buried it. The ping-pong table on which most kids love to play was given away. This was one of the few activities that they really enjoyed with their grandparents.

Disconnecting the cable T.V. gave kids even less to do, and that was finally removed. And, if they had any desire to return at all, that was soon killed by the "KINDERCOPS."

Keep off the grass! Don't splash! Stop running! Be quiet! Who are you? Where do you belong? You're not allowed! Don't touch! Stay out! Go home, you little bastard! etc., etc.

So grandparents, if you can't read between the lines, you'll never know why your grandchildren are not visiting anymore.

Vengeance Is Mine Sayeth the Board

As is typical at many condominiums, the monthly meetings of the directors draw little attendance. At one such complex, there was a unit owner who attended each meeting religiously. He participated and disagreed whenever he felt the board was in error.

Naturally, he was considered a troublemaker, and every attempt was made to ignore him. During one heated exchange, the Directors called the local police to have him removed from the meeting room.

The officer who responded advised the President that an owner had every right to be present, and suggested that a civil action would be the alternative.

At the next meeting, the Board members filed into the room and took their seats. In attendance were a few owners who were friends of the Directors, and the "troublemaker." After concluding the roll call of officers, all the Board members, as well as their friends, ceremoniously got up and left the meeting room.

It was obvious that this scenario had been prearranged and it left the dissident owner sitting there by himself in wonderment. When he attempted to leave the room, he found that all the doors had been locked.

The Board had evidently decided that they would conduct their meeting elsewhere while he was imprisoned. In attempting to gain his freedom, he shouted for help and banged on the door to no avail.

In frustration he twisted and pulled on the doorknob in the futile hope that the door could be opened.

Without warning, the knob came off in his hand and he hurtled backwards, losing his balance and crashing to the floor. The side of his face smashed to the surface so hard that his jaw and other facial bones were shattered.

From this incident have been spawned lawsuits that will undoubtedly cost thousands in legal fees. That Board of Directors voted to sue for the \$25 it cost to repair the door.

The injured owner has already undergone numerous operations of reconstructive surgery to his face. Again, as in many condominiums, the apathetic owners neither know nor care about what is happening to their funds.

The attorneys are busily gearing up for major litigation. Directors have offered to settle the case for \$500. When will the case come to trial? Who will prevail? It is unknown.

What is as sure as death and taxes is that the legal bills will have to be paid by ALL owners.

Of course, if you want to believe the propaganda being spread by the board about how the attorneys have predicted a "win," that's your prerogative.

Leopards Don't Change Their Spots

One condominium director implemented his own creative method of supplementing his pension. As the board's president, he always knew which units had been sold for owner occupancy or were to be rented.

In a complex with just over 300 apartments, the turnover was about 10 percent a year. About half of these ended up being purchased by future retirees who desired to have some rental income.

Of course, it was easy to ask at the interview about the intentions of the new owners. This condominium President would then contact them and explain that finding a suitable tenant who would pass the Board's approval could take some time.

Ever so graciously he mentioned that a real estate broker charged a standard commission of 10 percent of the first year's rental for finding a tenant.

He would then intimate that it was the condominium's duty to investigate the background of the prospective occupant and this could take a month or more.

Wanting to be accepted into the fold as a "good neighbor," the owner can only agree with the

established authority. It is at this point that an offer he cannot refuse (or better not refuse) is tendered.

The President states: "You can trust me to do what's good for you. That's why I was elected to run things, right?"

"By doing it this way, it will cost you half of what you would give a broker, and your tenant will be approved immediately. I'll guarantee it."

Now that the deal has been made, it's just a simple matter of matching one of the rental inquiries at the office with the available unit.

At this particular complex, the average apartment rents for \$500 per month, a total of \$6,000 per year. A real estate agent would receive \$600 commission, but as you can see, the benevolent president is only getting \$300 for his efforts.

Multiply this by the average 15 units he handles, and you have \$4,500.

Of course, he genuinely believes there is nothing wrong with what he is doing. It enables him to trade in his car every two or three years and, because he does use it for condominium business, considers it fair reimbursement.

He generously picks up the check at the ice cream parlor for his constituents or selflessly donates to condominium projects. After all, who is getting hurt?

If you don't see anything wrong in these actions, then you can be happy living in a condominium.

Common Lawsense

Can our judicial system survive?

Certainly not, if it is permitted to continue on its present course with complacent judges who are willing to float along in a status quo system, and attorneys who, for the most part, have become

expert in the courthouse "Rhumba" - one step forward, two steps back.

All but forgotten is why the system was invented: to serve the needs and interests of sincere citizens who support it with their taxes.

Why belabor the rights of those who seek justice?

Why not establish a BETTER LEGAL BUREAU, where the average John "Q" Public can go for information about attorneys before retaining one? Why not use the same sentencing guidelines that were recently introduced into the criminal justice system?

Rate all attorneys on their past courtroom activities and previous client complaints. The court calendars would be unclogged and the system would purge itself.

Incompetent and inefficient attorneys would soon see their endless flow of "BABES IN THE WOODS" clients dried up. Judges (former attorneys) would no longer have to ascribe to the unwritten code, "PROTECT THY BROTHER BARRISTER." Justice would then be served.

Undoubtedly, there are other alternatives, but why must we always ignore "COMMON SENSE?"

DANGEROUS DUTY

A unit owner with insomnia has taken on the job of patrolling the condominium grounds into the wee hours of the morning. When other owners object, he prints a tirade in the newsletter that reads like this:

"The surveillance and nightly patrols will continue in the future as they have in the past, regardless of the ridiculous, unfounded, and unreasonable objections, that in my opinion appear to have all the earmarks of paranoia."

The Board of Directors constantly tells owners that the 4 Cs - COMMUNICATION, COURTESY, COOPERATION, CONSIDERATION - make condominium life happy.

What they fail to ask about their "volunteer patrolman" are such questions as: Is he COMPETENTLY trained? Is he physically CONDITIONED? Is he COVERED by adequate insurance? Who will be responsible if a CRIMINAL kills him?

Isn't every owner's investment being jeopardized by this "free lunch?"

Take Two To... . ?

There is a classic story told about a recent law school graduate who moved to a small town that had no attorneys. He opened his office and hung out his shingle with expectations of instant success.

Month after month passed without seeing a single client come through the door. Then one day, as he looked out from his window, he saw another attorney hanging out his sign. In less than 90 days, both of them had thriving law practices.

At this date, the town has 10 attorneys, all happily engaged in satisfying the needs of the community. If it takes two to tango, then the attorneys are going to have a ball.

The Alternative

For those who would like to enjoy the good life, but are put off by condominium "horror stories," there is an alternative. Putting the uncertain buyer-seller conditions that currently prevail to work for yourself could be the answer.

While visiting various condominiums, always be sure to find out if rentals are permitted. When

and if you finally decide that condo life could be for you, first consider renting before buying.

Because market prices are fairly stagnant at this time (neither moving up or down to any great degree), you will have no problem in finding a unit to rent.

If the apartment happens to be located in a condominium that has passed a bylaw forbidding rentals, do not consider it a defeat. Any complex that has already imposed such a restriction probably has other prohibitions that would not suit you anyway. Remember, the first deal you don't make may be the best deal you ever make.

Being a renter in a condominium puts you in the driver's seat. It allows you to meet your new neighbors on a continuing basis. Everyone tries to make first impressions count, but very rarely can they conceal their true nature over a period of time.

As a renter, you will be able to participate in using all the amenities as well as attend social functions. Ask if the condominium prohibits renters from attending.

You will have an opportunity to explore the neighborhood for shopping, entertainment, restaurants, etc. at your leisure. Your biggest, and what could be your best, life-saving advantage is the control over your own destiny.

At the conclusion of your lease, the decision to remain or leave rests entirely in your hands. If, when you rented, you were able to negotiate an additional option year, making up your mind will be even easier.

In many cases, the condominium owner may have granted you an option to buy at a pre-determined price.

Whether you have the option to renew or the option to purchase, or both, you're the boss. Depending upon current interest rates being

offered, it may be to your advantage to remain liquid and not become trapped in a situation from which you can't escape.

Any funds you may pay in rent that exceeds interest return on your capital are well worth the price of preventing a mistake. More and more former condominium owners are enjoying the "good life" as renters.

Being able to swim, play tennis, golf, travel, and meet new and congenial folks have nothing to do with owning a condominium. The joy of such ownership has yielded to increased taxes and decreased opportunity for extraordinary profit.

No one will deny that a killing can still be made in real estate. But, the chances of your doing it at this stage of the game are slim at best.

Don't allow a seemingly irresistible bargain price to cloud your judgment. If it could happen to me, it most certainly could happen to you.

I was recently offered a luxury, three-bedroom condominium located on a golf course. It was a fifth-floor unit containing 1,700 square feet of living space. The terrace wrapped around the entire corner location overlooking the fairways.

A certified bill of sale showed that it had been purchased two years before for \$165,000 by foreign investors. They were trying to sell it for \$130,000, and had not been successful.

I was invited to inspect the premises and make an offer if I was interested. It was a free standing building that was to be part of a four-unit complex when completed.

With the downturn in condominium sales, the balance of the buildings had been put on hold.

The planned 24-hour security was not implemented because the cost shared by one-fourth of the projected ownership was prohibitive.

This was also true of all the other amenities, except the swimming pool, that had already been

installed. With this in mind, I looked at the apartment, and made an offer of \$95,000.

Since the proposal had to be relayed to London, I was told it would take two weeks for a response. During the interim, I re-analyzed the potential of this purchase and decided it was not a wise investment. I contacted the seller's agent and asked that my offer be withdrawn.

A few days later, I received a telephone call from the owner's broker informing me that my offer had been accepted. I said, "Thanks, but no thanks," and hung up.

As it turned out, what I had surmised did happen. The developer sold the undeveloped property to another builder who is erecting a complex of rental units.

Here now stands a luxury condominium that in one-fell-swoop has become the annex to a rental housing development. Like water seeking its own level, it will only be a matter of time until a true market price surfaces for these condominium units. I wouldn't be at all surprised to see them finally settle in the mid-\$80,000 to low-\$90,000 range.

Keep in mind that more people have made small fortunes in Florida than big ones. Coincidentally, the ones who ended up with the small fortunes are the same ones who came here with the big ones.

Three Strikes You're Out

Condominiums have adopted their own sub-culture when it comes to dealing with owners who disagree. At an official Board meeting, if a unit owner should refuse to accept an illogical response to his question, he will be labeled as a "troublemaker."

At the conclusion of the meeting he will be approached by a committee member in an attempt, through friendly persuasion, to win him over.

If this procedure fails and he continues to "defy the Board" at future meetings, he is then called a "rebellious owner." The upgrading to this status will bring 3 A.M. phone calls to annoy him and anonymous notes stuck to his auto or front door.

He may find himself described in the condominium newsletter (never by name) as the "you know who owner." Should the targeted individual continue to ignore the childish attempts at intimidation, they will escalate. The highest degree of Directors' contempt for a three-time loser is to be labeled a "RECALCITRANT OWNER."

Condominium newsletters throughout the land are replete with unit owners who have been "willfully disobedient." Fair warning to any owners who have reached this level of contemptibility. You have backed the Board of Directors to the wall and will probably be receiving a letter from your condominium attorney shortly.

A classic example recently occurred at a condominium where a unit owner questioned a board decision. He noticed that autos from an adjacent bank were using the condominium parking area while transacting business.

An officer of the bank informed him that his Board of Directors had leased them space on a month-to-month basis. Shortly thereafter he received an official letter from the bank advising him to refer any further questions to his Board President.

Before approaching the Board, he visited the local government's building and zoning department to find out if this type of arrangement was in compliance with the code. A short time after his inquiries, the bank customers ceased parking at the

condominium complex and began using another location. Naturally, the Board of Directors heard of his activities, and took immediate action.

The condominium attorney sent him a letter, placing him on notice that the Board was holding him responsible for the loss of income caused by the bank's termination of its lease. He was given the alternative of paying a sum of money the Board deemed suitable or face a lawsuit.

Not satisfied with punishing the owner monetarily, they also demanded that he issue a letter of apology, with a promise never to interfere again, with the Board.

In order to show that they meant business, the Directors voted to spend \$5,000 in legal fees to teach this "recalcitrant owner" a lesson.

Fond Farewell

Most people who rent an apartment at a condominium are scorned and looked down upon as second-class citizens. No matter what measure of acceptance they may achieve, in the final analysis, they are still "RENTERS."

At one condominium Board of Directors meeting, the President reported that the husband of one such couple had passed away. In a sad voice he announced, "We liked him and will miss him, even though he was only a

renter."



Miracle of Lourdes

The first hearing before a judge in the lawsuit I filed against the condominiums for failure to maintain the recreation area filled the courthouse hallways with a throng of owners.

They had obviously decided to overwhelm the judge with a show of force. Since the hearing was to be held in chambers, there was no way they could all attend.

As they huddled in groups of three and four awaiting the results of this first encounter, I had an opportunity to see who was present.

Owners who hadn't left the condominium in months had made the pilgrimage. I noticed a few who had used wheelchairs, canes, and crutches to maneuver about the complex.

Many I had never heard speak above a frail whisper, or attend any function, other than bingo.

Now, here in the courthouse they were loudly verbalizing, gesturing, and moving freely about without mechanical aids. I could hardly believe my

eyes. If ever there was a place that could promise the miracle of healing, it was here at the courthouse.

As the case progressed, I learned that there is nothing that will circulate the blood of condominium residents faster than a call to do battle against a fellow owner.

It didn't take long for their interest to wane as they lost, time and time again, in a court that was more influenced by law than numbers. If as many owners attended their condominium meetings as came to the courthouse, it would result in far fewer lawsuits and better managed complexes.

Who's Kidding Who?

Some law firms loudly proclaim that they are engaged in the practice of protecting the rights and interests of condominium owners. Without hesitation or compunction, they switch their allegiance to litigating against these owners, to keep them in line for the dictatorial Directors who sign the checks for their fees.

It is these same attorneys that continually besiege the legislature, seeking more laws to make condominium living better.

Just as the re-enactment of the death penalty in many states has not eliminated murder, more condominium laws will only give attorneys a broader base from which to litigate and litigate and litigate.

Fireplace Cools Fools

In a recent condominium nonsense court case, Directors found out that right is not might.

An owner of a townhouse situated overlooking the golf course began work on a fireplace addition to his home. The Directors, upon

a duly called meeting and vote, mailed him notice of violation of the condominium documents.

Each day thereafter, a few Board members would take their chairs and sit patiently watching as the owner continued to build his fireplace.

Day after day, week after week, month after month, he worked and sweated until he topped off the chimney and was finished. The condominium attorney, on instructions from the Board of Directors, promptly sued the owner and hauled him off to court.

As the Directors gloated over how they were going to make an example of this owner's defiance, they quickly received a rude awakening.

After hearing all arguments on the merits of the case, the judge ruled in favor of the owner. Granted, the judge said, the owner did breach the intent of the declaration (to maintain uniformity), but the Directors, by failing to promptly initiate the lawsuit, were derelict in their duties.

By sitting and watching the daily progress of the fireplace construction, the Board members had relinquished their rights to enforce the provisions of the documents.

Cracked Condominiums

Florida's fastest growing calamity is condominium slums. Being trapped in a fire at least offers some assurance that a city fire department will soon arrive to extinguish it.

But what about the people who purchased a little piece of paradise and are now held hostage in deteriorating complexes?

Everything is not CRACKED up to what it should be. Or maybe it is: CRACKED driveways, CRACKED sea walls, CRACKED tennis courts, CRACKED pools.

Multi-million-dollar facilities dance to the tune of Jimmy CRACKED corn and I don't care. Who will come to the aid of these tired, poor, retired masses, yearning to be saved? The plural of CRACK is CRACKERS. They crumble... so do condominiums.

Who will pick up the pieces?
No wise CRACKS, please.

Condo Caging 1985

Just like the big cities of New York and Chicago, fearful residents are installing steel mesh security grilles on their windows and doors. With strong-armed robberies, burglaries, and assaults mounting in condominiums throughout Florida, frightened owners are caging themselves in for protection.

It is apparent that failure of recent condominium budgets to provide for security has spurred an overnight demand for these steel safeguards.

The condominium concept of sharing communal expenses for the good of all has been cast aside in a quest for personal survival - it's every man for himself. I'm not my brother's keeper.

Well-managed complexes which, in the past, made adequate security a priority in their yearly budgets have approved increases to combat the burgeoning crime.

Potential buyers acknowledge that their first consideration in purchase of a condominium is adequate security. Surveys have shown that resale value in well-managed, security-protected condominiums has remained high.

A strange sight to Floridians, institutional grille work on door and windows is an instant reminder and turnoff to buyers from the North.

It appears that 1985 will usher in decorator steel crime deterrents in 12 patterns and 12 colors to satisfy even the most discriminating condominium owner.

“WARNING.....protected by ‘GUCCI’ grilles.” It’s a sign of the times.

CHEAP LABOR

A case recently documented by the Environmental Protection Agency illustrates the pitfalls of volunteer management.

In order to prevent rotting and termite infestation of the boardwalk planking at my waterside condominium, volunteer owners applied a chemical coating every few years.

Although the 55-gallon drums that held this chemical were clearly marked as highly toxic and poisonous, the warnings were ignored.

My attempts to personally call to their attention the grave consequences of misapplying this coating were all rebuffed. It took three phone calls to various health agencies to get someone to respond to the public hazard they were creating.

When an inspector finally arrived on the scene days later, the work had been completed. His response was typically bureaucratic as he said that, since he did not see the violation, he was powerless to take any action.

The incident was all but forgotten as other problems were being hatched (ping pong table, sauna, diving board, golf putting green).

Then one day (three years later) as I walked towards the clubhouse, I saw two drums of the same chemical being unloaded. I knew immediately that a replay of the prior encounter was in motion.

I contacted the environmental agency and explained the potential danger to owners living at

the condominium. They agreed that the danger was real and wasted no time in contacting the condominium office via telephone. The Director, who received the call, assured the field supervisor that instructions for safe application of this chemical would be followed to the letter.

The coating was identified as Pentachlorophenol. Adequate precautions required that gloves and a face mask be worn, no smoking be allowed, as it was flammable, and none must be allowed to drip into the river, as it was harmful to wildlife. Not only is this chemical poisonous, but it is a carcinogenic, and can be absorbed through the skin.

The environmental agency's warning was totally ignored by the condominium Director who was supervising two day laborers he had hired. My second call to the agency regarding the situation brought an inspector to the scene quickly.

Upon arrival, he confirmed the violation and issued a stop-work order. He repeated the previous warning and absolute need for compliance.

The volunteer owner again assured the inspector that his order would be complied with. On Friday, the work proceeded, but at a much slower pace because of the need to adhere to the E.P.A.'s safety instructions.

There was much talk at the condominium about how I was costing everyone more money because of the extra time in safely applying the chemical.

Early Saturday morning, the workers were on the job under the same Director's supervision and ignoring the inspector's orders.

Not only were these people endangering their own lives, but they allowed other residents to walk on the freshly coated planks. It was obvious that they knew the governmental agency was closed, and they were hastily trying to complete the work.

My only recourse in a situation was to take photographs of what they were doing. Just like a kid who got caught with his hand in the cookie jar, they hurriedly stopped when they spotted me with my camera.

Unfortunately, they were too late, and their deeds had already been recorded on film. The following week, the photos in hand, an EPA field supervisor levied a \$500 fine against the condominium association.

Not too many months after this incident, the Board of Directors discussed the eradication of termites that had been in the buildings for three years.

One of them suggested that a substantial amount of money could be saved by having the condominium maintenance man apply the poison. One guess if you can name the chemical used for this purpose. It begins with a "P"...pentachlorophenol.

The "clique" jumped at the opportunity to spread the rumor that it was Vico's fault they had to pay the fine. Although there is absolutely no way to connect the two, three owners and one of the day laborers have since contracted cancer.

After reading the report I requested from the National Poison Control Center in Atlanta, you can draw your own conclusion

PENTACHLOROPHENOL

C6Cl5OH 1977 TLV
0.5 mg/m³

Synonyms: Penta: PCP:
penthlorol: Satophen 20

Physical Form: Solid

Uses: Insecticide for termite control; pre-harvest defoliant; general herbicide; preservation of wood products, dextrans, starches.

Exposure: Inhalation: skin absorption

Toxicology: Pentachlorophenol causes irritation of the eyes and upper respiratory tract; absorption results in an increase in metabolic rate and hyperpyrexia: prolonged skin exposure causes acneform dermatitis.

Human exposure to dust or mist concentrations greater than 1 mg/m³ causes pain in the nose and throat, violent sneezing, and cough: 0.3 mg/m³.^{1,2} may cause nose irritation; persons acclimated to pentachlorophenol can tolerate concentrations up to 2.4 mg/m³.^{1,2} Pentachlorophenol readily penetrates the skin: systemic intoxication is cumulative and has been fatal.^{2,3} Intoxication is characterized by weakness, anorexia, weight loss, and profuse sweating: there also may be headache, dizziness, nausea, vomiting, dyspnea, and chest pain^{3,4}. In fatal cases, the body temperature is frequently extremely high, and death has occurred as early as three hours after the onset of symptoms.³ The risk of serious intoxication is increased during hot weather.

Termites

From the minutes of an official Board of Directors' meeting, Monday, April 23, 1979.

Meeting called to order at 7:30 P.M.

Committee Reports.

Building and Grounds Maintenance Committee.

After determining that termites were present in and around the condominium buildings, a Board member stated the following: Mr. ... also reported the rotting of the boards under the shingles in the three buildings, needing exploration to see just how serious the problem and what remedy to be done. Mr. ... also reported the necessity of replacing the door jambs to the lockers at the "A" building. A bid to replace with aluminum jambs and doors came to \$325.00 per door. Homeowners will replace nine door jambs and one door with treated wood at a cost of \$525.00. On motion by Mr. ... to accept this bid, was set aside for further inspection.

Two years later, the Board of Directors read a letter from a unit owner complaining of termites. The owner had sent specimens to an entomologist and enclosed the report with his letter.

Coptotermes Brevis, dry wood termites, were reported to be eating away this owner's kitchen cabinets. The Board, in order to relieve itself of the financial responsibility, advised him that the problem was the owner's, not the Association's. They knew this was not true, but, as in previous cases, a good bluff usually worked.

The policy at this condominium was that if you opposed the Board, you were considered a "troublemaker." It worked just like magic. The owner had the cabinets removed and replaced at his own expense.

As time passed, the Board received complaints from other owners with the same problem. It was obvious, upon later investigation, that by noting the locations of these complaints, it could be ascertained that the termites were infesting the entire complex.

Finally, in July of 1983, Directors called in four different exterminating companies for an appraisal and estimate for eradication.

One company submitted a bid of \$30,000 to tent the buildings. Three other firms presented lower estimates for various methods of doing the work.

The Directors considered all estimates but failed to award the contract to remedy the problem. A unit owner complained that the infestation in her apartment made it possible to "poke your finger right through the kitchen cabinet doors."

It was well known around the condominium that funds were not available and that an assessment would be forthcoming.

At an official meeting, owners were advised that they would have to move out for 24 hours and the cost was \$30,000. This, of course, set off a furor

among the "clique," who believe to this day that condominium living is a "free lunch."

Every conceivable rumor as to why the work was not needed was circulated about the complex. With tremendous pressure being applied by this vocal minority, the Board backed off and offered an alternative.

The application of the termite poison would be done by the condominium maintenance man at a nominal cost. On November 15, 1983, the Board mailed the following letter to all owners:

November 15, 1983

Members of River Shores Association, Inc.

Notice is hereby given that a Special Meeting of the Membership will be held at 7:30 P.M. on December 19, 1983 at the River Bend Club to vote on adoption of Reserve Funds for 1984.

Florida Condominium Law, October 1, 1979. Section 718.112, Sub-section "B", Paragraph "K" is as follows: "In addition to Annual Operating Expenses, the Budget shall include Reserve Accounts for capital expenditures and deferred maintenance. These accounts shall include, but not limited to roof replacement, building painting and pavement resurfacing.

Our present reserves are being reduced by contracts entered into for re-roofing and exterior repairs and painting, in the amount of \$132,000. This leaves a balance in the reserve of less than \$19,000 with paving repairs, new hall carpeting in upper floors, termite treatment and sea wall repair still urgently needed.

Your Board of Directors recommends a "YES" vote for Reserve Funds. We urge you to attend this meeting or return your proxy with your vote noted. This assessment will be one month's regular assessment per apartment, and hopefully would not necessitate a future major assessment for capital expenditures when an emergency expense occurs.

At the conclusion of the Special Meeting, a Board of Directors Meeting will be held. The adoption of the 1984 Proposed Budget is the Agenda for this meeting. Your copy of the Proposed Budget is enclosed.

With the approval of your Board of Directors on December 19, 1983 of the "1984 Proposed Budget", it will have an effective date of 1/1/84. Figures for your individual apartments will be supplied prior of that date.

Very truly yours,

Thomas J. McG-----, President
BOARD OF DIRECTORS

3000 N.E. 16th Avenue, Oakland Park, Ft. Lauderdale, Florida 33334 Phone 565-5654

**On November 21, 1983 I mailed the following letter
to the Board of Directors:**

Vico Contino

3050 N.E. 16 Avenue Ft. Lauderdale, FL 33334

November 21, 1983

River Shores Assoc. Inc.
3000 N.E. 16 Avenue
Oakland Park, Fla. 33334

Dear Board members,

Today I spoke with Susan McKnight of the Florida State Department of Entomology. She advised me of the following.

The treating of dry wood termites (*Cryptotermes Brevis*) by injection into infected areas is considered to be the least effective method of control. Termites were reported to a River Shores Board by owner Mr. Farrell D405 on June 16, 1981 by letter. Since that time, termite swarming has been reported in other buildings, in common areas, as well as unit owner apartments.

Ms. McKnight informed me that gas is considered to be the best method of exterminating termites. Allowing them to swarm and infest for almost three years is inexcusable and by any stretch of the imagination incomprehensible.

The chemical used to poison termites is 'PENTACHLOROPHENOL'. This is the same highly toxic substance that the River Bend Club was fined \$500.00 for using negligently by the E.P.A.

You as a Board of Directors are not saving owners one penny by delaying the inevitable.

I urge you to consider the consequences and act immediately to protect all unit owners' equity.

Respectfully,

Vico Confino
Bristol 401

When the Board notified owners of this special meeting to vote on a reserve fund for future maintenance projects, the proxy hunt began.

The rumors persisted and owners were ill-advised by the "clique" to surrender their vote. It was inconceivable to think that such an important issue might be defeated.

After the votes were counted, the unthinkable had happened. The reserve fund had been voted down. On December 23, 1983, I sent the following letter to the Board of Directors:

Vico Contino

3050 N.E. 16 Avenue Ft. Lauderdale, FL 33334

December 23, 1983

Mr. T. J. Mc-----, President
River Shores Assoc. Inc.
3000 N.E 16 Avenue
Oakland Park, Fla. 33334

Dear Mr. Mc-----,

At the December 19th 1983 River Shore Assoc. Meeting, the membership by a majority, voted not to fund a reserve for replacements.

Subsequent to the announcing of the vote, you stated that owners had chosen not to deal with the exterminating of termites, repair the seawall, or provide adequate funds to cure other items listed in your letter of notice.

It is my opinion that this vote does not relieve your Board of Directors from responsibility in failing to act, when there is a known defect or waste of unit owner property.

I direct your attention to Section 718.113 (1) of the Condominium Act, which states:

MAINTENANCE OF THE COMMON ELEMENTS IS THE RESPONSIBILITY OF THE ASSOCIATION.

It is also my opinion that the Board of Directors is vested with the authority to receive bids, enter into contracts and assess unit owners accordingly to prevent such waste and contingent loss of equity.

I consider your "Boards" failure to undertake the repair and replacement of these items, a breach of your fiduciary responsibility to the association membership.

Your written response is requested.

Respectfully,

V. Confino
Bristol 401

The President of the Board advised me that he did not have the luxury of time to answer my letters.

But there was something about the reserve fund vote that bothered me. It was one of those strange situations that you can't put your finger on, but you know something is not right.

I visited the condominium office and asked to see the proxies that had been voted at the special meeting. Lo and behold, my intuition was right on the money. Twenty-six of the absentee ballots had been erased, altered, or tampered with.

I immediately asked the secretary to call one of the Directors to the office. Having had papers disappear after calling them to the attention of the Bboard, I had the proxies examined and requested a signed statement from the director.

My letter of January 4, 1984, notified the Board of the illegal proxies and asked what their intentions were. I requested that another vote be taken so that the true wishes of the owners would prevail.

As in the past, the Board did not respond to my sincere plea. On February 21, 1984, the Board sent the following letter to all owners:

RIVER SHORES
CONDOMINIUM APARTMENTS
February 21, 1984

TO: RIVER SHORES OWNERS

There will be an important meeting of your Board of Directors on Monday, February 27, 1984 at 8 P.M. in the Clubhouse.

Your present Board has been confronted with several urgent matters that previous Boards have tried to solve, but due to lack of funds, obstructions and criticisms by a highly vocal minority, were unable to complete.

The attendance at the regular meetings has averaged about twenty owners out of 232. About half of those attending are always from the same minority referred to above.

When a special meeting of all owners was called for December 19, 1983 to vote on increasing the Reserve Fund, your Board informed those attending that present reserves were earmarked for roofing,

painting and paving. Thus, when this work was done there would be no funds for necessary termite damage correction, upper floors carpeting, interior painting, and sea wall repairs. Yet, a request for an addition to the reserves was voted down because of the proxies collected by the same vocal minority. Your Board questions whether all of you who gave proxies were fully informed of how and why they would be voted.

Since that meeting, the sewer line under Bristol has had to be cleaned out four times, three times in a period of eight days. This is a condition that has existed for over fourteen years in this one building. It is now an emergency and your Board has authorized Ted's Plumbing, Inc. to excavate at the point of stoppage, which is twenty feet inside the west wall of Bristol, to see what is necessary to correct the situation.

All of this work must be done to protect the value of our individual investments in River Shores and to stop the constant water damage to more than 25 top floor apartments from roof leakage, to say nothing of the stench, water damage to rugs, etc. to 16 owners on the first floor of Bristol from plumbing back-ups.

The additional funds to cover termites, seawall and carpets, without the cost of Bristol plumbing repair, is over \$50,000.

Come to the meeting and hear the truth about the "state of the union of River Shores."

BOARD OF DIRECTORS

3000 NE. 16th Avenue. Oakland Park, Ft. Lauderdale. Florida 33334 -
Phone 565-5654

Rather than respond to my letter, a director had telephoned the condominium attorney to inquire if they could sue me for interfering. I decided that it would be best to write an open letter to all owners in hope that this silent majority would speak up to protect their investment.

Vico Confino
Ft. Lauderdale, FL 33334

March 5, 1984

AN OPEN LETTER TO ALL RIVER SHORES ASSN. OWNERS
THIS LETTER WAS ORIGINALLY INTENDED FOR THE BOARD OF DIRECTORS BUT DUE TO A LACK OF RESPONSE IN WRITING TO PREVIOUS LETTERS, IS DIRECTED TO OWNERS.
ON JULY 12, 1983 ORKIN EXTERMINATING SUBMITTED AN ESTIMATE OF \$30,000 TO TENT RIVER SHORES FOR TERMITE ERADICATION.
ON AUGUST 26, 1983 RID IT PEST CONTROL AND ALL POINTS PEST CONTROL SUBMITTED ESTIMATES FOR TERMITE EXTERMINATION.
UNIT OWNERS HAVE ADVISED BOARDS OF DIRECTORS FOR THE PAST 2½ YEARS OF SWARMING TERMITES. ON TWO OCCASIONS I WAS PRESENT WHEN OWNERS ADVISED THAT THE CONDITION WAS SO BAD THEY COULD POKE THEIR FINGER THROUGH KITCHEN CABINET PANELS.
AT THE 2/27/84 MEETING, BOARD MEMEBERS VOTED TO AWARD A CONTRACT FOR \$4345.00 TO AN EXTERMINATOR WHO WILL TREAT ONLY THE STORAGE AREAS IN DEVON AND A FEW

ADJACENT UNITS. DOESN'T THE BOARD REALIZE THAT THIS ESTABLISHES A PRECEDENT AND THAT ALL OTHER OWNERS SUFFERING FROM TERMITES WILL BE ENTITLED TO THE SAME TREATMENT?

THIS BOARD HAS ALSO APPROVED A REPAIR OF \$5345.00 FOR THE SEAWALL, AFTER INFORMING OWNERS THAT AN ESTIMATE FOR \$29,329 WAS RECEIVED TO DO THE PROPER REPAIR.

I HAVE TRIED FOR MANY YEARS TO UNDERSTAND THE WISDOM OF THIS, AS WELL AS PREVIOUS BOARDS ACTIONS.

A THREE MONTHS ASSESSMENT WILL YIELD \$42,000.

\$ 4,345.00 for the exterminator

\$ 5,345.00 for the seawall

\$17,081.00 for the carpeting

\$14,000.00 for the plumbing at Bristol

NO ESTIMATE FOR SIDEWALK LIGHTS, ALTHOUGH THE BOARD APPROVED THE EXPENSE. IF YOU VISTED A DOCTOR AND HE TOLD YOU IT WAS URGENT TO REMOVE CANCER FROM YOUR BODY, WOULD YOU TELL HIM TO TAKE OUT ONLY 15%???

AS INTELLIGENT ADULTS, GIVEN THE RESPONSIBILY OF MANAGING A 10 MILLION DOLLAR COMPLEX, DO YOU REALLY BELIEVE THE TERMITES AND SEAWALL PROBLEMS WILL BE CURED????? THE BOARD ADMITS THAT THE \$108,000 CONTRACT TO REPAIR THE ROOFS IS NOT REALISTIC, BUT IN THE NEXT BREATH SAYS THEY ARE WILLING TO WAIT ANOTHER MONTH AND A HALF FOR THE BARGAIN PRICE.

JUST LIKE THE BARGAIN PRICE REPAIR THEY APPROVED ON THE CLUBHOUSE AIR CONDITIONER. I'M STILL WAITING FOR A RESPONSE TO MY LETTER REQUESTING A COPY OF THE GUARANTEE THE RIVER BEN CLUB IS GETTING ON THIS "BARGAIN \$500 REPAIR". WHEN YOUR OWN ATTORNEY ADVISES THAT THEY ARE NOT HAPPY WITH THE ROOFING COMPANY, WOULD YOU PROCEED????

OVER \$10,000 SPENT IN LEGAL FEES IN 1983 AND 1984 DOES NOT LOOK MUCH BETTER...OF COURSE THE NEXT BOARD CAN BLAME IT ON THE LAST BOARD. ETC. ETC. ETC.

THE BOARD SAW FIT TO SPEND TIME ON AN EMPLOYEE BENEFITS PACKAGE. WHY DIDN'T THEY TACKLE A BENEFITS PACKAGE FOR THE 232 UNIT OWNERS????

THE BOARD ADMITS THAT JUST CLEANING OUT THE SEWER LINES FOR 12 YEARS AT BRISTOL WAS A WASTE OF MONEY. HOW ABOUT UNIT OWNERS CLEANING OUT THE PERPETUAL ELECTION OF INEXPERIENCED AND INCOMPETENT DIRECTORS?????

MAKING A PREDICTION, MEANS "GUESSING" AT WHAY MAY OCCUR IN THE FUTURE.

AT RIVER SHORES, WHAT WILL HAPPEN, IS AS SURE AS DEATH AND TAXES.....YOU CAN BET ON IT!! PRESIDENT T.J. MC G----- WORDS WILL LONG BE REMEMBERED.....

"WE ARE NOT PERFECT...WE WILL MAKE MISTAKES...THEY ARE HONEST MISTAKES...WE ARE TRYING TO DO THE BEST FOR OWNERS HERE...WE ARE TRYING TO CORRECT THINGS THAT SHOULD HAVE BEEN DONE YEARS AGO...IT CANNOT BE DONE IN 1 MONTH OR 2 MONTHS OR 6 MONTHS.....

AFTER SERVING ON THE BOARD FOR 11 MONTHS, PERHAPS HE CAN TELL US HOW LONG IT WILL TAKE. ELECTION TIME AT RIVER SHORES WILL SOON BE UPON US.

DON'T BLAME "THE VOCAL MINORITY"...DON'T BLAME LACK OF ATTENDANCE AT MEETINGS... BLAME YOURSELF FOR FAILING TO PROTECT YOUR INVESTMENTS IN YOUR APARTMENT, THE VALUE OF WHICH IS CONTINUALLY FALLING BECAUSE OF THE LACK OF MAINTENANCE.

HOW MUCH WOULD YOU PAY FOR A CONDOMINIUM APARTMENT IN A COMPLEX WHERE THERE ARE TERMITES, PLUMBING BACK UPS, SEAWALL LEAKS, MILDEWED CARPETS AND ABSOLUTELY NO SECURITY????????????????

A PLACE WHERE THE MOST EXCITING ACTIVITY IS PLACING THE BLAME ON "VICO".

FUNNY BUT SAD.....Vico Confino

On March 6, 1984, the board sent a letter to all owners notifying them of a three-month assessment. The monies were to be used to repair the sea wall and for termite fumigation, carpeting for the upper floors, plumbing repairs, and correcting short circuits in the outdoor lighting.

At the March 26, 1984 meeting, the Directors announced that they had contracted for termite extermination at one of the five buildings. The method they described using was not only inexpensive (\$4,345) but would have created a serious health hazard to many of the elderly owners. My letter of March 28, 1984, is self-explanatory.

REGISTERED.....RETURN RECEIPT REQUESTED P44S 802 261

Vico Contino

3050 N.E. 16 Avenue Ft. Lauderdale, FL 33334

March 28, 1984

*River Shores Board of Directors
River Shores Association Inc.
3000 N.E. 16 Avenue
Oakland Park, Fla. 33334*

AT THE RECENT RIVER SHORES ASSOC. MEETING ON MARCH 26, 1984 YOU OUTLINED THE METHOD OF TERMITE FUMIGATION FOR CERTAIN UNITS AND COMMON ELEMENT AREAS.

PLEASE BE ADVISED THAT BY CONTRACTING TO EMPLOY THE METHODS DESCRIBED, YOU WILL BE IN VIOLATION OF RULE 10D-55.110 AND 105.55.111.

I CANNOT AS A UNIT OWNER, ALLOW YOU TO JEOPARDIZE THE HEALTH AND SAFETY OF THE RESIDENTS IN THE BUILDINGS YOU MENTIONED.

VIOLATION OF THESE RULES ARE NOT TAKEN LIGHTLY BY THE ENFORCEMENT DIVISION OF THE DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES.

PLEASE GOVERN YOURSELVES ACCORDINGLY WITH THE UNUNDERSTANDING THAT SIZEABLE FINES CAN BE LEVIED AGAINST THE ASSOCIATION FOR FAILING TO COMPLY. YOUR RECENT PAYMENT TO THE ENVIRONMENTAL PROTECTION AGENCY OF \$500.00 WILL HOPEFULLY ENCOURAGE YOU ACT IN THE BEST INTERESTS OF ALL OWNERS.

RESPECTFULLY,

Vico Confino
Bristol 401

At the same meeting, they told owners that the roofing contract they had been negotiating for over six months had been canceled.

They proudly announced that, not only had they entered into an agreement with a new roofer, but it was for even less money. Again my letter to the board on March 28, 1984, is self-explanatory

REGISTERED RETURN RECEIPT REQUESTED P44S 802 261

Vico Contino

3050 N.E. 16 Avenue Ft. Lauderdale, FL 33334

March 28, 1984

*River Shores Board of Directors
River Shores Association Inc.
3000 N.E. 16 Avenue
Oakland Park, Fla. 33334*

RE: River Shores roof replacement

I FORMALLY OBJECT TO YOUR ENTERING INTO ANOTHER CONTRACT FOR THE RELACEMENT OF RIVER SHORES INC. ROOFS.

IT IS OBVIOUS FROM THE MANNER IN WHICH YOU NEGOTIATED THE CONTRACT THAT YOUR EFFORTS WERE INADEQUATE, INEPT AND INCOMPETENT. TO ALLOW OWNERS TO SUFFER LEAKS IN THEIR APARTMENTS FOR SIXTEEN YEARS IS AN ADMISSION OF YOUR CULPABILITY AND FAILURE.

IT DID NOT TAKE MORE THAN TWO PHONE CALLS TO ELICIT INFORMATION THAT YOU ARE AGAIN EMBARKING ON THE SAME ROAD TO DISASTER.

CONSIDER YOURSELVES FORTUNATE THAT MOST RIVER SHORES OWNERS DO NOT KNOW, DO NOT CARE AND DO NOT WANT TO UNDERSTAND THAT THEIR INVESTMENT IS DECLINING FOR LACK OF MAINTENANCE.

THERE IS NOT A REAL ESTATE BROKER IN THE STATE OF FLORIDA (EXCEPT MAYBE ONE) WHO DOES NOT KNOW THAT THE VALUE OF PROPERTY IS CONTINGENT UPON THE QUALITY OF MAINTENANCE IT RECEIVES.

ONCE AGAIN I CALL YOUR ATTENTION TO CASE NO.BO-647-CA-07 So. 2d 1983 MAINTENANCE OF THE COMMON ELEMENTS IS THE RESPONSIBILITY OF THE ASSOCIATION.

RESPECTFULLY,

Vico Confino
Bristol 401

VOTE FOR VICO

RIVER SHORES BOARD OF DIRECTORS

THE HATE AND VENOM THAT PERMEATED THE AIR AT THE RECENT RIVER SHORES BOARD MEETING WAS SO THICK YOU COULD FEEL IT.

WHILE THE BOARD TRIED AND POSSIBLY SUCCEEDED TO "RAMROD" THROUGH THE SIGNING OF CONTRACTS, A DISSIDENT FACTION IN ATTENDANCE...HOWLED THEIR INVECTIVES.

WE ARE NOW ON THE THRESHOLD OF ELECTING A NEW BOARD OF DIRECTORS. AMONG THE CANDIDATES IS ONE WHO BELIEVES STUFFING OLD CARPETS IN THE SEAWALL IS GOOD ENOUGH. ANOTHER WHO FANCIES HIMSELF AN "EXTORTIONIST", AND SOME WHO SEE BEING ELECTED AS AN OPPORTUNITY TO "GET EVEN WITH OTHERS THEY DON'T LIKE".

WHEN I RAN FOR THE BOARD 5 YEARS AGO, OWNERS WERE TOLD NOT TO VOTE FOR ME! THAT I WOULD DOUBLE THE MAINTENANCE. WHEN SOMEONE TRIED TO SINK MY BOAT, OWNERS WERE TOLD I DID IT MYSELF TO GAIN SYMPATHY. WHEN THE NEWSPAPERS WROTE STORIES ABOUT RIVER SHORES, OWNERS WERE TOLD I PAID THE NEWSPAPERS TO PRINT THEM!

PERHAPS THE MOST FEARED AND HATED "ACTIVIST" IN HISTORY, ADOLPH HITLER SAID IT BEST, "IF YOU WISH THE SYMPATHY OF BROAD MASSES, THEN YOU MUST TELL THEM THE MOST CRUDE AND FOOLISH THINGS". IT IS EASIER TO BELIEVE "LIES", THAN TO SEARCH OUT THE TRUTH.

SINCE 1981 I HAVE OFFERED TO HELP RESOLVE THE PROBLEMS WITH VARIOUS BOARDS, ONLY TO BE TOLD, "WE ARE GOING TO TEACH YOU A LESSON."

ANY BUSINESS, ANY RELATIONSHIP, FOUNDED ON THESE PRINCIPLES IS DESTINED TO FAIL.

THOSE WHO REFUSE TO LEARN FROM THEIR MISTAKES ARE DOOMED TO REPEAT THEM.

I DO NOT WANT TO BE A DIRECTOR
BUT I DO WANT TO PROTECT MY INVESTMENT
IF I AM NOMINATED FROM THE FLOOR ELECTION NIGHT
AND IF I AM ELECTED TO THE BOARD
IT WILL BE AS A "FRIEND"
TO EVERY RIVER SHORES OWNER

TO THOSE WHO FEAR ME.....BE NOT AFRAID (MY APARTMENT IS FOR SALE).

TO THOSE WHO BELIEVE IN ME.....I REACH OUT MY HAND

Notification of this assessment did not sit well with the "clique," the "gang," or the "free lunch group," who immediately voiced disapproval.

Since the election of a new board was less than a month away, the proxy hunt began. It would

be a simple matter to collect enough absentee ballots to control the upcoming election.

Those who have never lived in a condominium will say, "It isn't logical and doesn't make sense to let your investment deteriorate."

But, as you were told before, logic and common sense do not exist in Condo Land. As sure as the sun rises, that's exactly what took place.

As soon as the new board took office, the termite contract was canceled, the carpeting was canceled, and the lighting problems were delegated to the handyman to take care of whenever he had time.

When the workmen began to repair the sea wall, they found the problem much bigger than anticipated. The \$5,000-job turned into a \$30,000 emergency repair.

Faced with the necessity of having to raise additional monies, the new Board solved the problem by authorizing a temporary repair. They advised the contractor to do as much work as the available money would allow.

Instead of making the proper repair at each sea wall piling, every fourth one was fixed. A large section of the sea wall still awaits remedial reinforcement to prevent collapse.

As for the badly leaking roofs, the Board canceled the contract made by the previous directors and signed a new one calling for \$172,000.

This was \$40,000 more than the previous agreement called for and did not include the exterior painting of all buildings. To make up for the shortfall in funds, the Board used the monies raised by the three-months' assessment for the termite job, the replacement of the mildewing carpets, and the electrical repairs.

To clarify the confusion, the box score, as it stands now, is as follows:

The termites are still chewing. The carpets are still mildewing. The electrical problems are still brewing. The paint is still peeling off the buildings. The driveways are cracking. The sea wall is still leaking.

The new Board of Directors does not receive letters from Vico Confino anymore. They solved that situation by buying him out for \$160,000, as their attorney states, "to rid the premises of him."

We will not mention logic or common sense, because, by now, you should be aware that they do not exist.

Moving from the condominium left me with mixed emotions - happy because I had extricated myself from a bad situation, but sad, because all the time and effort I had expended to help, not only myself but all unit owners, had gone for naught.

On my last day, I met with one of the Directors who was at the forefront of the hate campaign aimed at my removal. He made a remark that I will not soon forget: "I'm 82 years old. I don't know how I ever got involved in this thing. I've had enough. I'm getting out."***

His Board has had just one brief meeting since the day of the trial over six months ago. The silent majority is still silent, the vocal minority is still in control, and life at the condominium goes blissfully forward.

***See page 171

Lawsuit No. 2

The second lawsuit involved the three condominiums' complaint filed in an attempt to overturn my purchase of the recreational area.

On the day following the announcement of my ownership, a Director, who had previous loan

dealings with the developer, called him in Michigan.

He demanded that the developer void the sale immediately or suffer dire consequences. His longtime relationship with the developer involved the securing of loans from a union pension fund he was associated with.

The Director must have gotten his point across because, within hours, the local attorney representing the developer walked into my attorney's office, unannounced.

He carried with him a demand for and papers authorizing the return of the quick claim deed. My attorney advised him that the deed had been recorded and the transaction completed.

Having failed to reclaim the deed, the condominium associations sought to cloud the title to my ownership by having various legal motions filed. They did succeed for a year, but the wheels of justice, although they do grind slowly, do move forward.

The claim that they had not been given the right of first refusal was denied by the court. The trial that they had requested two days to argue before a judge lasted two hours. I became the 100 percent undisputed legal owner of the entire recreational property.

This cleared the way for the final phase of this ongoing litigation. After 18 months, and \$37,000 in legal fees, I was to have my day in court.

On three separate occasions, during the course of these extended legal battles, I had offered to negotiate a settlement. On the first occasion, I was told that they were going "to run me out of money."

At the end of the second juncture, they responded that they were going "to take it to the Supreme Court." On my final attempt to resolve the issues, they stated, "We're going to teach you a lesson."

THE GRAND FINALE

On May 16, 1984 at the Broward County Courthouse, the trial of River Bend Club Inc. (the name of the corporation I formed to buy the recreation lease) vs. River Shores, River Bend, and River Terrace Condominium Associations was to be held.

Although scheduled for 9:30 A.M., I arrived at 9:10 A.M. My attorney arrived a short time later with an associate carrying the voluminous evidence.

We briefly discussed the order in which the witnesses would be called and how the jury selection would be handled. At 9:45 A.M., the court bailiff summoned both attorneys to the judge's chambers. A short time later, my attorney returned, and related what had transpired.

He explained that the judge was unhappy that the case had not been settled and that he did not think it was worthy of a jury trial. The attorney for the condominiums was advised that if he went to trial, his clients might not prevail. He told the judge that the other lawsuit he had just lost was going to be appealed and, if reversed, could be a deciding factor in winning this one.

Again, the judge advised that he did not hold out too much for the higher court reversing the lower court's ruling.

The judge then turned to my counsel and asked how much he was seeking in damages. Mr. Sachs explained that we were asking for \$130,000. The judge commented that, although our case was good, and we would probably prevail, any jury award could be reduced by his order.

My attorney explained further that after reimbursement for expenses, all monies would be used in repairing the pool area.

The judge stated that he was not interested in the distribution of funds, as in his opinion, that would not solve the problem. He recommended the three condominium associations purchase my two apartments at fair market value and pay all my legal costs and expenses.

In return, I was to sell the condominiums the deed to the recreation property for what I had paid, and move from the complex.

In the privacy of the courtroom, my attorney and I went over the proposal. If we went to trial and won, the judge could cut any jury award. This might cost me a considerable amount of money in legal fees.

On the other hand, if we won, the condominium associations would appeal, and I would end up stuck in the court system for another year or two. This would necessitate my spending an additional \$5,000 to \$10,000 in legal fees.

With this in mind, I advised him to offer my two units to the Directors for \$135,000. They countered with an offer of \$120,000 which I considered totally insufficient. My final instructions, in order to settle the matter quickly, were to accept \$130,000, and if they balked, we would go to trial.

He delivered my ultimatum to the defendants and returned in five minutes with the message, "Pack your bags, you're moving." All concerned parties reentered the judge's chambers to have the agreement read into the record.

The three condominium associations were to pay \$130,000 for my two units, \$23,000 for my legal costs and \$7,000 for the deed to the recreation area.

Taking into consideration that I also was awarded \$14,500 in legal fees for winning the two other lawsuits, the total was \$174,500. The Directors have not furnished a written accounting to all

owners so I have to assume that fees paid to their attorneys were about \$25,000.

Although the agreement satisfied the desires of a few to "rid the premises of me" the longterm effect on the majority of owners could be disastrous.

Since there was no formal report on how the settlement was financed, the following is a combination of fact, rumor, and opinion. The true story may never be known, but the payments required from all owners cannot be denied.

It is said that the Directors initially tried to get a bank loan for the necessary funding. One of the conditions to secure these monies was the signatures from 100 percent of the owners. The Directors knew this would be impossible to achieve since some were adamantly against them.

It was finally decided to solicit the monies from unit owners. Although it was not approved by a formal vote of the owners, as required, there were more than a sufficient number of those willing to pay to get the "thorn in their side removed."

The agreement and funding were finalized without vote of the association membership. The directors borrowed \$150,000 at 12 percent to be repaid over a three-year period. Of this, \$110,000 was to pay for my two units. A \$20,000-mortgage was assumed. Another \$23,000 went to pay my legal fees and costs, and \$7,000 was for the purchase of the recreation deed. The remaining \$10,000, it is assumed, went to pay for a part of the attorney's fees.

One of my apartments had a mortgage payment of \$250.00 per month, plus maintenance of \$90, and taxes of approximately \$90 per month. Total: \$430.00 per month or \$5,160 per year.

The other apartment had maintenance of \$60 plus taxes of approximately \$60 per month. Total: \$120.00 per month or \$1,440 per year. Grand total: \$6,600 yearly expense. The interest on \$150,000 totals

\$18,000 per year. Subtotal: \$24,600 in carrying charges.

These figures do not provide any payment on the principal. The Directors have already acknowledged that, because of the poor real estate resale market, they will probably take a loss. How much of a loss will ultimately be decided by the Directors who agreed to the court settlement.

Although the deeds to the two apartments were not acquired until August 15, 1984, the funds were borrowed two months before. It was reported by one of the Directors that interest of \$3,000 was paid to the owner-investors, even though there was no way any sale could be consummated, to reduce the loan.

If the apartments should not be sold within the three-year-loan period, the condominium owners of record would be liable for an assessment to repay the total. If the units should be sold, the loan would be reduced by the funds received, but the \$40,000 for my fees and recreation property would still have to be repaid.

Added to this \$40,000 could be the loss**** from the sale of either apartment at a price below what was paid. The final cost to owners at the condominium could total:

3 years'interest at \$18,000	\$ 54,000
3 years'carrying charges	19,800
Fees and lease costs	\$ 40,000
\$150,000 loan repayment	150,000

This does not include legal fees paid to the condominiums' attorneys. An accurate accounting has never been given to the owners, nor to my knowledge have any of them taken the time to review the books to find out.

An estimate would be in the area of \$25,000, since during the entire length of the litigation, the directors bragged of the \$50-per-hour attorney they employed.

SUBTOTAL:

\$263,800

25,000

GRAND TOTAL:

\$288,800

****See page 171

HINDSIGHT

On May 16, 1984, the day of the negotiated settlement, the Directors could have done the following:

- (1) Acknowledged the charges in my complaint.
- (2) Agreed to provide the funds requested (\$100,000) to make the repairs.
- (3) Agreed to pay my legal fees (\$23,000).

All the owners at the complex would have won, since the property would have been upgraded. Now, each owner must face the prospect of having to tell a potential buyer they may be liable for a substantial assessment in the future.

The repairs to the recreational area are still waiting for the funds to become available. My attorneys have advised me that, to their knowledge, this is the first time ever that a condominium

association has paid to buy an owner's apartment with the proviso that he leave the complex.

Believe it or not! They demanded that I sign a statement saying I would never buy, rent, or visit the complex again. Just another example of the type of condominium dementia that is quickly becoming the rule instead of the exception at some Florida condominiums. (I wouldn't and I didn't.)

One owner's comment sticks out in my mind and will long be remembered. He said, "I DON'T CARE WHETHER VICO CONFINO LIVES HERE OR NOT. WHY DIDN'T THEY TAKE THE MONEY AND FIX UP THE PLACE?" A voice of sanity in a sea of despair. Perhaps there is still hope.

Condominius estupidus eternum!

"Anticipate Charity"

"By Preventing Poverty"

It is laudable to help someone who has fallen. But to anticipate and help someone before he falls is indeed the highest degree of giving.

Postscript

* The ladies' sauna was finally opened in December of 1984. Shortly thereafter, a report from an electrician of potential electrocution in the men's sauna caused it to be closed. (Page 34)

** The 86-year-old owner who was sued was forced to settle and pay \$400 in legal costs in order to avoid more costly litigation. (Page 39)

*** The Board president kept his promise and resigned in January 1985. (Page 165)

****** The apartment purchased by the Associations
for \$45,000, was sold for \$40,000. (Page 169)**

A copy of the Florida Condominium Act Chapter 718 may be obtained by mailing the request below:

Department of Business Regulations
Division of Florida Land Sales
And Condominiums
725 South Bronough Street
Tallahassee, Florida 32301

Gentlemen:

Please forward a copy of the Florida Condominium Act Chapter 718 including the 1984 amendments to:

Name _____

Address _____

City _____ State _____ Zip _____

Also please include:

A Guide to Purchasing a Condominium Unit

Condominium Living in Florida

Unit Owner Rights and Responsibilities

Thank you.